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 14 Attorneys for Defendants  
 Mylan Inc.; Mylan Pharmaceuticals Inc; Mylan  
 15 Technologies Inc.

16 UNITED STATES DISTRICT COURT  
 17 EASTERN DISTRICT OF CALIFORNIA

18  
 19 MISTY SHAW, JAMES SHAW, and  
 LUCILLE SHAW,

20 Plaintiffs,

21 v.

22 MYLAN, INC., MYLAN  
 23 PHARMACEUTICALS, INC., MYLAN  
 24 TECHNOLOGIES, INC., ALZA  
 CORPORATION, JANSSEN  
 25 PHARMACEUTICALS, and DOES 1-100

26 Defendants.

Case No.: 2:11-cv-00189-JAM-CMK

**STIPULATED PROTECTIVE ORDER**

Judge: Honorable John A. Mendez

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STIPULATED PROTECTIVE ORDER

1           **WHEREAS**, Plaintiffs and/or any other party may seek the production of documents and  
2 information from Defendants, Mylan Inc., Mylan Pharmaceuticals Inc., and Mylan Technologies Inc.,  
3 (collectively, “Mylan”), and Janssen Pharmaceuticals, Inc. (formerly known as Ortho-McNeil-Janssen  
4 Pharmaceuticals, Inc. and improperly sued as Janssen Pharmaceuticals) (“Janssen”) (Mylan and  
5 Janssen collectively referred to herein as “Product Defendants”);

6           **WHEREAS**, Product Defendants allege such documents contain competitive sales, marketing,  
7 or product information including, but not limited to: (1) descriptions, identifications, changes, and  
8 modifications of any sort made to equipment used in the manufacturing process; (2) operations  
9 involved in the entire manufacturing process; (3) manufacturing practices and procedures and specific  
10 records illustrating same; (4) formulations and specifications relating to the product at issue; (5)  
11 practices, procedures and protocols relating to quality control and quality assurance; (6) other  
12 scientific marketing and/or research and development information; and/or (7) corporate financial  
13 Janssen-specific information and/or Mylan-specific information which Product Defendants deem  
14 confidential.

15           **WHEREAS**, Product Defendants deem that knowledge of any of the foregoing categories of  
16 information to the public and specifically to any competitor would cause a severe competitive injury  
17 to Product Defendants in that many years have been invested in researching, developing,  
18 manufacturing, and marketing the products at issue, and Product Defendants currently rely on such  
19 expertise;

20           **WHEREAS**, it has been agreed by and among the parties in the above-styled action, through  
21 their counsel, that such documents may include trade secrets that are protected under applicable state  
22 and federal law;

23           **WHEREAS**, it has been agreed by and among the parties in the above-styled action, through  
24 their counsel, that a Protective Order preserving the confidentiality of certain documents and  
25 information should be entered by the Court; and

26           **WHEREAS**, the Court has reviewed the terms and conditions of this Protective Order  
27 submitted and stipulated to by the parties, and has found that the confidentiality provisions of this  
28 Protective Order are proper.

1           **IT IS HEREBY ORDERED THAT:**

2           1.       **Non-Disclosure of Documents.** Documents produced by Product Defendants may be  
3 stamped “CONFIDENTIAL – SUBJECT TO PROTECTIVE ORDER” and/or “Protected Document.  
4 Document Subject to Protective Order” (hereinafter “Protected Documents”) to signify that the  
5 documents are subject to protection by this Order. Interrogatory answers, responses to Requests for  
6 Admission, deposition transcripts and exhibits, pleadings, motions, affidavits, briefs, summaries,  
7 notes, computer-generated material, computer discs or retrievable data, other means of storage or  
8 duplication, and oral statements or communications that quote, summarize, or contain information  
9 from the Protected Documents are also subject to protection by this Order. No Protected Document  
10 or any portion of any Protected Document produced by Product Defendants may be disclosed to any  
11 person, except as permitted in paragraphs 2, 3 and 4 below.

12           2.       Protected Documents and/or any portion thereof deemed confidential may be disclosed  
13 to (a) counsel of record who are actively engaged in the conduct of this litigation; (b) the partners,  
14 associates, secretaries, paralegals, and employees of such counsel to the extent reasonably necessary  
15 to render professional services in the above-styled action; and (c) any party to this litigation, including  
16 current employees or representatives of Product Defendants, subject to the restrictions set forth in  
17 paragraphs 3 and 4.

18           3.       In addition, Protected Documents and/or any portion thereof deemed confidential may  
19 be disclosed to (a) employees of the producing party noticed for depositions or designated as trial  
20 witnesses; and (b) outside consultants or experts retained by any party or their counsel for the purpose  
21 of assisting counsel in the litigation or to testify at trial, provided, however, that such experts or  
22 consultants are not presently employed by, nor have any present intention to be employed by, any  
23 party or a competitor of any party. Before any Protected Document may be disclosed to any person  
24 described in (a) and/or (b) of this paragraph, however, the person so described must sign the attached  
25 Confidentiality Agreement. The Confidentiality Agreement reflects that the signatory has read this  
26 Protective Order, understands that anything other than the inadvertent disclosure of Protected  
27 Documents constitutes contempt of court, and consents to the exercise of personal jurisdiction by this  
28 Court. The original of each signed Confidentiality Agreement shall be retained by counsel and a copy

1 thereof served upon Product Defendants' counsel, except that a copy of the Confidentiality  
2 Agreement signed by a person described in subsection (b) need not be served upon Product  
3 Defendants' counsel until such person is disclosed as a witness.

4         4.         Protected Documents subject to this Protective Order shall not be disclosed to any  
5 Competitor of Product Defendants. For purposes of this Order, "Competitor" shall be defined as any  
6 entity or person currently engaged in the commercial discovery and/or commercial development  
7 and/or commercialization of transdermal or patch technology designed to deliver pharmaceuticals  
8 through the skin, and shall include any agent, employee, consultant, or other person currently  
9 similarly affiliated with such entity or person. For purposes of this Order, Mylan and Janssen and  
10 their agents, employees, consultants or other persons similarly affiliated with Mylan and Janssen  
11 respectively, are deemed to be Competitors. For purposes of the captioned matter, Competitor shall  
12 not refer to those individuals identified in paragraph 2(a) & (b). Before disclosing any Protected  
13 Document to any person listed in paragraph 2(c), 3(a) or 3(b), who may also be a Competitor of  
14 Product Defendants, the procedures in this paragraph shall be followed to assure that no confidential  
15 information is disclosed to any Competitor.

16         Entry of this Protective Order by the Court imposes a duty upon any person who may be a  
17 Competitor of Product Defendants to whom any Protected Documents are to be disclosed to make a  
18 good faith determination as to whether he or she is a Competitor.

19             a.         If the person determines himself or herself to be a Competitor, neither the  
20 Protected Documents nor the contents thereof shall be discussed with or disclosed to such  
21 person.

22             b.         If the person determines himself or herself not to be a Competitor, that person  
23 and counsel who intends to disclose Protected Documents to that person shall execute  
24 Affidavit "A" and Affidavit "B" respectively in addition to the Confidentiality Agreement  
25 attached hereto. Except as otherwise provided in paragraph 3, the original Affidavits and  
26 Confidentiality Agreement shall be retained by counsel and a copy thereof served upon  
27 Product Defendants' counsel seven (7) business days prior to the disclosure of any Protected  
28 Documents and/or the contents thereof.

1 c. If the person is unable to determine whether he or she is a Competitor, counsel  
2 for the disclosing party shall prepare a written statement identifying the potential Competitor,  
3 including the name and current residence of the potential Competitor, his or her job title and  
4 employer's name and address for the previous five (5) years. The original of such statement  
5 shall be retained by counsel and a copy thereof served in accordance with applicable rules of  
6 Civil Procedure upon Product Defendants' counsel. Product Defendants' counsel shall have  
7 seven (7) business days to object to the disclosure of Protected Documents to the potential  
8 Competitor. If no objection is made, the Affidavits and Confidentiality Agreement shall be  
9 executed and served as described in subsection (b).

10 If there is an uncertainty or a dispute as to whether the person is a Competitor, any  
11 party may seek a ruling from this Court regarding the same. Pending a ruling by the Court on  
12 that dispute, no Protected Documents shall be disclosed to the potential Competitor. Nothing  
13 herein shall prevent Plaintiffs from seeking leave of court upon good cause shown to disclose  
14 Protected Documents to a Competitor of Product Defendants.

15 5. Certain documents prepared in compliance with the regulations of the United States  
16 Food and Drug Administration contain material that is privileged and confidential under the patient-  
17 physician privilege or specific federal regulations governing clinical trials and adverse drug  
18 experience reporting. To protect these privileges, all such documents produced by Product  
19 Defendants in response to a discovery request shall have the name and address of the patient and  
20 physician redacted as well as all identifying information regarding the reporter, but such redaction  
21 shall not be done in such a manner as to redact material data in such reports.

22 **6. Documents at Depositions.**

23 a. A deponent who is not a current employee of Product Defendants may, during  
24 the deposition, be shown and examined about the Protected Documents as long as disclosure  
25 comports with the provisions of the preceding paragraphs, although the deponent can comply  
26 with the requirements of the preceding paragraphs via oral testimony on the record under oath  
27 during the deposition instead of actually signing the affidavits. Notwithstanding such, a  
28 former employee of Product Defendants may be shown a Protected Document if such former

1 employee authored or has previously seen such document. A deponent shall not retain or copy  
2 portions of the transcript of his or her deposition containing confidential information not  
3 provided by the deponent or the entities whom he or she represents unless he or she signs the  
4 Confidentiality Agreement as well as the applicable Affidavit described above.

5 b. Any party and any deponent may, within thirty (30) days after receiving a  
6 deposition transcript, designate the transcript as protected pursuant to this Protective Order by  
7 written notice to all counsel of the designation and by having the cover page of the transcript  
8 marked as follows: "PROTECTED DOCUMENT – SUBJECT TO PROTECTIVE ORDER,"  
9 "CONFIDENTIAL – SUBJECT TO PROTECTIVE ORDER," and/or "Protected Document.  
10 Document Subject to Protective Order." During the initial thirty (30) day period, the entire  
11 deposition will be treated as subject to protection against disclosure under this Protective  
12 Order, but if no party or deponent timely designates the transcript as protected, then the  
13 transcript shall not thereafter be subject to this Protective Order. However, deposition exhibits  
14 that are protected documents pursuant to this Protective Order will continue to be protected  
15 without further designation being required. The continued protection of such documents will  
16 not be dependent upon the transcript being designated as protected. If there is uncertainty or  
17 any dispute as to whether a transcript has been properly designated as protected, any party  
18 may seek a ruling from this Court. Pending a ruling by the Court, the entire deposition will be  
19 treated as subject to protection against disclosure under this Protective Order. Deposition  
20 transcripts designated as protected may be filed with the Court only under seal, consistent with  
21 the provisions of Paragraph 7.

22 7. **Filing.** The Protected Documents are not to be filed with this Court except when  
23 required in connection with motions or other matters pending before this Court. If any party intends  
24 to file Protected Documents, such party shall adhere to the provisions for sealing a record under the  
25 applicable rules of civil procedure and local rules. Any motion quoting or revealing the contents of  
26 such Protected Documents or information shall also be filed under seal and a redacted public version  
27 may be filed without quoting or revealing the contents of any confidential information. If any party  
28 notifies another party that they intend or need to file one or more of the Protected Documents in

1 response to a motion previously filed, the party who filed such motion specifically agrees to provide  
2 whatever extension or continuance is necessary to file such response to allow for compliance with  
3 paragraph 7. Specifically, upon request, the parties agree to provide an extension or continuance for  
4 the filing of any response to any motion to provide appropriate time to comply with the applicable law  
5 regarding filing such documents under seal.

6       8.     **Documents used at Trial.** All trials are open to the public. Absent order of the Court,  
7 there will be no restrictions on the use of any document that may be introduced by any party during  
8 the trial. If a party intends to present at trial Protected Documents or information derived therefrom,  
9 such party shall provide advance notice to the other parties at least five (5) days before the  
10 commencement of trial by identifying the documents or information at issue as specifically as  
11 possible (i.e., by Bates number, page range, deposition transcript lines, etc.). The Court may thereafter  
12 make such orders as are necessary to govern the use of such documents or information at trial.

13       9.     **Declassification.** Any “CONFIDENTIAL – SUBJECT TO PROTECTIVE ORDER”  
14 or “Protected Document. Document Subject to Protective Order” designation is subject to challenge  
15 by any party or nonparty with standing to object (hereafter “party”). Before filing any motions or  
16 objections to a confidentiality designation with the Court, the objecting party shall have an obligation  
17 to meet and confer in a good faith effort to resolve the objection by agreement. If agreement is  
18 reached confirming or waiving the “CONFIDENTIAL – SUBJECT TO PROTECTIVE ORDER” or  
19 “Protected Document. Document Subject to Protective Order” designation as to any documents  
20 subject to the objection, the designating party shall serve on all parties a notice specifying the  
21 documents and the nature of the agreement. If agreement is not reached, the objecting party may  
22 request from this Court a ruling that a Document or deposition transcript is not entitled to continued  
23 protection under this Protective Order.

24       10.    **Subpoena by Other Courts or Agencies.** If another court or an administrative agency  
25 subpoenas or orders production of Protected Documents which a party has obtained under the terms  
26 of this Protective Order, the party shall promptly notify the producing party’s counsel of such  
27 subpoena or order. Protected Documents shall not be produced by the party until the producing  
28 party’s counsel has been notified of such subpoena or order and has had a reasonable opportunity to



1 protect the producing party's interest by objecting to the subpoena or order.

2 11. **Client Consultation.** Nothing in this Protective Order shall prevent or otherwise  
3 restrict counsel from rendering advice to, or consulting with, their clients. All parties and their  
4 counsel, however, are bound by the terms of this Protective Order.

5 12. **Use.** Protected Documents and any information contained therein may be used for the  
6 preparation and trial, appeal, or retrial of the above-styled action. In addition, Protected Documents  
7 with a "DUR" Bates stamp prefix may be used in other Duragesic® Fentanyl Transdermal System  
8 cases in which Heygood, Orr & Pearson is lead trial counsel so long as this Protective Order or  
9 similar Stipulated Protective Order is entered in those cases and Heygood, Orr & Pearson gives  
10 Tucker, Ellis & West LLP written notice of the documents it intends to use. Additionally, Janssen  
11 agrees that it will not be a violation of any Protective Order for Heygood, Orr & Pearson to use such  
12 Protected Documents produced in other Duragesic® Fentanyl Transdermal System cases against  
13 ALZA and/or Janssen Defendants where Heygood, Orr & Pearson was or is lead counsel in the  
14 preparation and trial, appeal, or retrial of this action or any other Duragesic® Fentanyl Transdermal  
15 System cases against ALZA and/or Janssen Defendants where Heygood, Orr & Pearson is lead  
16 counsel.

17 Further, Protected Documents produced pursuant to the Global Discovery Agreement between  
18 Heygood, Orr & Pearson and Mylan with a "MYLAN" Bates stamp prefix may be used in other  
19 Mylan Fentanyl Transdermal System® cases in which Heygood, Orr & Pearson is lead trial counsel,  
20 pursuant to the Global Discovery Agreement between Mylan and Heygood, Orr & Pearson, with the  
21 exception of documents that are expressly produced for single cases only, so long as this Protective  
22 Order or similar Stipulated Protective Order is entered in those cases and Heygood, Orr & Pearson  
23 gives counsel for Mylan written notice of the documents it intends to use. Additionally, Mylan agrees  
24 that it will not be a violation of any Protective Order for Heygood, Orr & Pearson to use such  
25 Protected Documents produced in other Mylan Fentanyl Transdermal System® cases against Mylan  
26 Defendants where Heygood, Orr & Pearson was or is lead counsel in the preparation and trial, appeal,  
27 or retrial of this action or any other Mylan Fentanyl Transdermal System® cases against Mylan  
28 Defendants where Heygood, Orr & Pearson is lead counsel.



1           13.     **Non-Termination.** Within 45 days after final conclusion of all aspects of all cases that  
2 Heygood, Orr & Pearson are handling against Mylan and/or Janssen, the Protected Documents and all  
3 copies of same (other than exhibits of record) shall be returned to counsel for Mylan and/or Janssen or  
4 be destroyed. This includes Protected Documents produced by Product Defendants that were  
5 provided to and/or reviewed by any consultants and/or experts retained by any party. Notes,  
6 summaries, memos, computer data bases, and other information compilations from the Protected  
7 Documents shall also be destroyed. All counsel of record shall make certification of compliance  
8 herewith and shall deliver the same to counsel for Mylan and/or Janssen not more than 60 days after  
9 final termination of this litigation.

10           14.     **Continuing Jurisdiction.** The provisions of this Protective Order shall remain in full  
11 force and effect and each person subject to this Order shall continue to be subject to the jurisdiction of  
12 this Court, for the purposes of this Order, in perpetuity, and the Court shall not be divested of  
13 jurisdiction of any person or of the subject matter of this Order by the occurrence of conclusion of this  
14 case, or by the filing of a notice of appeal, or other pleading which would have the effect of divesting  
15 this Court of jurisdiction of this matter generally.

16           15.     **Inadvertent Disclosure.** Any inadvertent disclosure of confidential, proprietary, or  
17 privileged material will not be construed as a waiver, in whole or in part, of (1) the Producing Party's  
18 claims of confidentiality or privilege either as to the specific information inadvertently or  
19 unintentionally disclosed or more generally as to the subject matter of the information disclosed, or  
20 (2) the party's right to designate the material as confidential pursuant to this Order. A written  
21 representation by counsel for the Producing Party that the disclosure was inadvertent shall be deemed  
22 prima facie evidence of that fact. The Producing Party shall promptly notify the other party of an  
23 inadvertent disclosure following discovery of the inadvertent production, and that other party (i) shall  
24 in the case of a privileged document, return the inadvertently disclosed document forthwith, as well as  
25 any and all copies; or (ii) in the case of a confidential, proprietary document, shall mark it and all  
26 copies, "CONFIDENTIAL – SUBJECT TO PROTECTIVE ORDER," and/or "Protected Document.  
27 Document Subject to Protective Order." In the event that the other party cannot comply with these  
28 requirements – because, for example, the inadvertently produced document has been given to a third

1 party – the other party shall provide the Producing Party with the name, address, and telephone  
2 number of such person(s) as well as the date of and reason for the transmission of the document.

3  
4 Date: September 27, 2011

DREYER BABICH BUCCOLA WOOD, LLP

6 By: /s/ Craig Sheffer (as authorized on 9/27/11)

7 Craig C. Sheffer, Esq.  
8 Robert A. Buccola, Esq.  
9 Steven Campora, Esq.  
Attorneys for Plaintiffs MISTY SHAW,  
JAMES SHAW, and LUCILLE SHAW

10 Date: September 27, 2011

HEYGOOD, ORR & PEARSON

12 By: /s/ Michael Heygood (as authorized on 9/27/11)

13 Michael Heygood, Esq.  
14 James Craig Orr, Jr., Esq.  
15 Charles W. Miller, Esq.  
16 Eric Pearson, Esq.  
Attorneys for Plaintiffs MISTY SHAW,  
JAMES SHAW, and LUCILLE SHAW

17 Date: September 27, 2011

TUCKER ELLIS & WEST LLP

19 By: /s/ William H. Dance(as authorized on 9/27/11)

20 William H. Dance, Esq.  
21 Attorney for Defendant JANSSEN  
22 PHARMACEUTICALS, INC.

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Date: September 27, 2011

DOWNEY BRAND LLP

By: /s/ Meghan M. Baker  
Meghan M. Baker, Esq.  
Jennifer Randlett Madden, Esq.  
Attorneys for Defendants MYLAN  
INC., MYLAN  
PHARMACEUTICALS INC. and  
MYLAN TECHNOLOGIES INC.

Date: September 27, 2011

PIETRAGALLO GORDON ALFANO BOSICK  
& RASPANTI, LLP

By: /s/ Clem C. Trischler (as authorized on 9/27/11)  
Clem C. Trischler, Esq.  
Attorney for Defendants MYLAN  
INC., MYLAN  
PHARMACEUTICALS INC. and  
MYLAN TECHNOLOGIES INC.

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**ORDER**

**IT IS SO ORDERED.**

9/28/2011  
DATE

/S/ JOHN A. MENDEZ  
UNITED STATES DISTRICT JUDGE

1 UNITED STATES DISTRICT COURT  
2 EASTERN DISTRICT OF CALIFORNIA

3 MISTY SHAW, JAMES SHAW, and  
4 LUCILLE SHAW,

5 Plaintiffs,

6 v.

7 MYLAN, INC., MYLAN  
8 PHARMACEUTICALS, INC., MYLAN  
9 TECHNOLOGIES, INC., ALZA  
CORPORATION, JANSSEN  
PHARMACEUTICALS, and DOES 1-100

10 Defendants.  
11  
12

Case No.: 2:11-cv-00189-JAM-CMK

**CONFIDENTIALITY AGREEMENT**

Judge: Honorable John A. Mendez  
\_\_\_\_\_

13 The undersigned, having read and understood the Stipulated Protective Order governing the  
14 restricted use of Protected Documents of Product Defendants identified and marked as  
15 “CONFIDENTIAL – SUBJECT TO PROTECTIVE ORDER” and/or “Protected Document.  
16 Document Subject to Protective Order,” and any information derived therefrom, hereby agrees to be  
17 bound by the terms thereof; understands that any disclosure of the Protected Documents or any  
18 information derived therefrom constitutes contempt of Court; and agrees to submit to the personal  
19 jurisdiction of this Court to enforce the Protective Order against the undersigned.

20 Date: \_\_\_\_\_

By: \_\_\_\_\_

21 Name: \_\_\_\_\_

22 Title: \_\_\_\_\_  
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1 UNITED STATES DISTRICT COURT  
2 EASTERN DISTRICT OF CALIFORNIA

3 MISTY SHAW, JAMES SHAW, and  
4 LUCILLE SHAW,

5 Plaintiffs,

6 v.

7 MYLAN, INC., MYLAN  
8 PHARMACEUTICALS, INC., MYLAN  
9 TECHNOLOGIES, INC., ALZA  
CORPORATION, JANSSEN  
PHARMACEUTICALS, and DOES 1-100

10 Defendants.

Case No.: 2:11-cv-00189-JAM-CMK

**AFFIDAVIT OF CONSULTANT/EXPERT  
WITNESS**

Judge: Honorable John A. Mendez  
\_\_\_\_\_

11  
12  
13 I, \_\_\_\_\_, declare and state the following:

14 1. I am over eighteen (18) years of age and am in all respects competent to execute this  
15 Affidavit. The facts stated hereunder are true, known to me of my own personal knowledge, and if  
16 called as a witness, I could and would competently testify thereto.

17 2. My business address is \_\_\_\_\_ and my  
18 telephone number is \_\_\_\_\_.

19 3. I have read and understand the Stipulated Protective Order entered by the Court on  
20 \_\_\_\_\_, 20\_\_\_\_.

21 4. I have been requested to review confidential/proprietary documents regarding a lawsuit  
22 pending in the United States District Court for the Eastern District of California against Janssen  
23 Pharmaceuticals, Inc. ("Janssen") and Mylan Inc., Mylan Pharmaceuticals Inc., Mylan Technologies  
24 Inc. (collectively "Mylan") and/or certain other persons, firms, corporations or entities, involving the  
25 product(s) known as Duragesic® and/or Mylan Fentanyl Transdermal System®.

26 5. I do not believe I am presently engaged as a Competitor (as defined in paragraph 4 of  
27 the Stipulated Protective Order) of and/or an agent, employee, consultant or person otherwise actively  
28

1 affiliated with a Competitor of Janssen, and/or Mylan.

2           6. I understand that I may be receiving confidential information as described in the  
3 Stipulated Protective Order. By execution of this Affidavit, I agree to be bound by all provisions of  
4 the Order. I agree not to disclose confidential information as described in the Stipulated Protective  
5 Order to any person not entitled to receive it and agree not to use such information except in  
6 connection with this litigation.

7           7. I am informed and understand, and therefore acknowledge, that I may be subject to  
8 contempt of court or any other penalties authorized by law or statute if I fail to comply with each of  
9 the provisions of the Order.

10           8. I consent to and accept, generally and unconditionally, the jurisdiction of the United  
11 States District Court for the Eastern District of California for the enforcement of the provisions of the  
12 Order.

13           I declare under penalty of perjury under the laws of the State of California that the foregoing is  
14 true and correct and that this Affidavit was executed on the \_\_\_\_ day of \_\_\_\_\_, at

15 \_\_\_\_\_.

16  
17 \_\_\_\_\_  
18 (Signature)



1 UNITED STATES DISTRICT COURT  
2 EASTERN DISTRICT OF CALIFORNIA

3 MISTY SHAW, JAMES SHAW, and  
4 LUCILLE SHAW,

5 Plaintiffs,

6 v.

7 MYLAN, INC., MYLAN  
8 PHARMACEUTICALS, INC., MYLAN  
9 TECHNOLOGIES, INC., ALZA  
CORPORATION, JANSSEN  
PHARMACEUTICALS, and DOES 1-100

10 Defendants.  
11

Case No.: 2:11-cv-00189-JAM-CMK

**AFFIDAVIT OF COUNSEL**

Judge: Honorable John A. Mendez  
\_\_\_\_\_

12  
13 I, \_\_\_\_\_, declare and state the following:

14 1. I am over eighteen (18) years of age and am in all respects competent to execute this  
15 Affidavit. The facts stated hereunder are true, known to me of my own personal knowledge, and if  
16 called as a witness, I could and would competently testify thereto.

17 2. I am counsel of record for Plaintiffs Misty Shaw, James Shaw, and Lucille Shaw in a  
18 lawsuit currently pending against Janssen Pharmaceuticals, Inc. ("Janssen") and Mylan Inc., Mylan  
19 Pharmaceuticals Inc., and Mylan Technologies Inc. (collectively "Mylan") and/or certain other  
20 persons, firms, corporations or entities, involving the product(s) known as Duragesic® and/or Mylan  
21 Fentanyl Transdermal System®.

22 3. Pursuant to Paragraph 4 of the Stipulated Protective Order, after reasonable inquiry and  
23 consultation with \_\_\_\_\_, it is my opinion that he/she is not presently engaged as a  
24 Competitor (as defined in paragraph 4 of the Stipulated Protective Order) of and/or an agent,  
25 employee, consultant or person otherwise actively affiliated with a Competitor of Janssen, and/or  
26 Mylan.  
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I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this Affidavit was executed on the \_\_\_\_ day of \_\_\_\_\_, at \_\_\_\_\_.

\_\_\_\_\_  
(Signature)

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