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11 (Additional counsel listed on signature page)

12  
 13 **UNITED STATES DISTRICT COURT**  
 14 **NORTHERN DISTRICT OF CALIFORNIA**  
 15 **OAKLAND DIVISION**

16 STEPHEN WENDELL AND LISA WENDELL,  
 for themselves and as successors in interest to  
 17 MAXX WENDELL, DECEASED,

18 Plaintiffs,

19 v.

20 JOHNSON & JOHNSON;  
 CENTOCOR, INC.;  
 21 ABBOTT LABORATORIES;  
 SMITHKLINE BEECHAM  
 22 d/b/a GLAXOSMITHKLINE;  
 TEVA PHARMACEUTICALS USA;  
 23 GATE PHARMACEUTICALS,  
 a division of TEVA PHARMACEUTICALS USA;  
 24 PAR PHARMACEUTICAL, INC.;

25 Defendants.

Case No: 4:09-cv-04124-CW

**STIPULATED CONFIDENTIALITY  
 ORDER**

1 After good-faith negotiations, including mediation, the Plaintiffs in the above-captioned case,  
2 Defendant Abbott Laboratories, and AbbVie, Inc. have agreed to settle the above-captioned case in a  
3 Settlement Agreement. As material conditions of the Settlement Agreement, and for adequate  
4 consideration, the parties have agreed that the amount of their settlement (the “Settlement Payment” as  
5 defined in the Settlement Agreement) and other terms and conditions of their Settlement Agreement  
6 should remain confidential. Maintaining the confidentiality of the Settlement Payment and other terms  
7 and conditions of the Settlement Agreement also serves the interests of judicial administration, including  
8 the efficient resolution of the claims in this case.

9 Based on the foregoing, it is hereby stipulated that:

10 1. The Parties (as defined in the Settlement Agreement) and their counsel shall keep  
11 confidential and not disclose to any person (other than the Parties, and, only as reasonably necessary,  
12 their respective counsel, ethics consultants, Medicare compliance consultants, insurance carriers  
13 (including but not limited to Medicare and Medicaid), accountants, tax advisors, and financial advisors;  
14 the Court and Court employees presiding over these cases; the mediator in this case; and, to the extent  
15 necessary to obtain a good faith order from the Court, any non-settling co-defendants in the Litigation)  
16 the terms and conditions of the Settlement Agreement, including but not limited to the Settlement  
17 Payment, and/or any of the negotiations and discussions that preceded their making, unless otherwise  
18 specifically directed by subpoena or court order.

19 2. This Confidentiality Order shall be attached to the Settlement Agreement.

20 3. Any communication of the terms and conditions of the Settlement Agreement, including  
21 but not limited to the Settlement Payment, to any person or entity other than a Party and/or their counsel  
22 shall be accompanied by a copy of this Confidentiality Order, and this Confidentiality Order shall be  
23 binding on that person or entity. Such persons or entities shall keep confidential and shall not further  
24 disclose the terms and conditions of the Settlement Agreements, including but not limited to the  
25 Settlement Payment, to any other person or entity.

26 4. In the event any Party, their counsel, or any other person or entity who has learned the  
27 terms and conditions of the Settlement Agreement, including but not limited to the Settlement Payment,  
28 is served with a subpoena or order that would call for the disclosure of the terms or conditions of the

1 Settlement Agreement, including but not limited to the Settlement Payment, such person or entity (or its  
2 counsel) shall give prompt notice to each other Party (or its respective counsel), and shall oppose  
3 disclosure until such time as the other Parties can be heard or agree to such disclosure.

4 5. If any Party, their counsel, or any other person or entity who has learned the terms and  
5 conditions of the Settlement Agreement, including but not limited to the Settlement Payment, believes  
6 that he/she is required by law, court order, or subpoena to disclose any terms or conditions of the  
7 Settlement Agreement, including but not limited to the Settlement Payment, such person or entity (or its  
8 counsel) shall give notice to each other Party (or its respective counsel) prior to such disclosure and, at a  
9 minimum, request that the terms and conditions of the Settlement Agreement, including but not limited  
10 to the Settlement Payment, be submitted to any court under seal or disclosed to any person subject to the  
11 Confidentiality Order.

12 6. Any documents filed with the Court or any other court that reference the terms and  
13 conditions of the Settlement Agreement, including but not limited to the Settlement Payment, shall be  
14 filed under seal and marked as “Filed Under Seal Subject to Court’s Confidentiality Order.”

15 7. This Confidentiality Order shall be binding on the Parties, their counsel, and any persons  
16 or entities who learn the terms and conditions of the Settlement Agreement, including but not limited to  
17 the Settlement Payment.

18 8. This Court retains jurisdiction over any disputes related to the confidentiality of the terms  
19 and conditions of the Settlement Agreement, including but not limited to the Settlement Payment. Such  
20 disputes include but are not limited to any alleged violations of this Confidentiality Order or the  
21 confidentiality provisions of the Settlement Agreement.

1 DATED: May 12, 2014

Respectfully submitted,

2  
3 /s/ James Maxwell Cooper  
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13 *Counsel for Defendant Abbott Laboratories*

14 DATED: May 12, 2014

15 /s/ Kevin Haverty  
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19 *Counsel for Plaintiffs*

20 **PURSUANT TO STIPULATION, IT IS SO ORDERED.**

21  
22  
23  
24 DATED: \_\_\_\_\_, 2014

25   
26 CLAUDIA WILKEN  
United States District Judge

27 <sup>1</sup> I, James Maxwell Cooper, hereby attest, pursuant to Local Rule 5-1(i), that concurrence in the filing of this document  
28 has been obtained from the other signatory.

