IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE

THE TRUSTEES OF COLUMBIA UNIVERSITY IN THE CITY OF NEW YORK and QIAGEN SCIENCES, LLC,	)	
Plaintiffs,	)	C.A. No. 19-1681-CFC
v.	)	
ILLUMINA, INC.,	)	
Defendant.	)	

PROPOSED PROTECTIVE ORDER

Pursuant to Rule 26(c) of the Federal Rules of Civil Procedure, the following Protective Order shall govern the production or provision of confidential information and things by the parties in this case and any third parties (provided such third parties recognize and accept the procedures set forth herein) for the purpose of responding to discovery requests or inquiries.

1. Any party to this action, and any non-party from whom discovery is sought in connection with this action, may designate as "Confidential" or "Highly Confidential – Attorneys' Eyes Only" any documents, testimony, or other discovery material that contains information of a confidential nature ("Confidential Information"). The term "Party" (collectively "Parties") shall refer to the named Parties in this action; all predecessors and successors thereof; all present divisions, subsidiaries or affiliates of any of the foregoing entities; and all directors, officers, employees, agents, attorneys, or other representatives of any of the foregoing entities.

2. A Party (or non-party) from whom discovery is sought ("Producing Party") may designate as "Confidential" any information that it reasonably believes constitutes confidential research, development, financial, technical, or commercial in

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE

THE TRUSTEES OF COLUMBIA UNIVERSITY IN THE CITY OF NEW YORK and QIAGEN SCIENCES, LLC,	)	
Plaintiffs,	)	C.A. No. 19-1681-CFC
v.	)	
ILLUMINA, INC.,	)	
Defendant.	)	

~~PROPOSED~~ PROTECTIVE ORDER

Pursuant to Rule 26(c) of the Federal Rules of Civil Procedure, the following Protective Order shall govern the production or provision of confidential information and things by the parties in this case and any third parties (provided such third parties recognize and accept the procedures set forth herein) for the purpose of responding to discovery requests or inquiries.

1. Any party to this action, and any non-party from whom discovery is sought in connection with this action, may designate as "Confidential" or "Highly Confidential – Attorneys' Eyes Only" any documents, testimony, or other discovery material that contains information of a confidential nature ("Confidential Information"). The term "Party" (collectively "Parties") shall refer to the named Parties in this action; all predecessors and successors thereof; all present divisions, subsidiaries or affiliates of any of the foregoing entities; and all directors, officers, employees, agents, attorneys, or other representatives of any of the foregoing entities.

2. A Party (or non-party) from whom discovery is sought ("Producing Party") may designate as "Confidential" any information that it reasonably believes constitutes confidential research, development, financial, technical, or commercial information.

3. A Producing Party may designate as "Highly Confidential – Attorneys' Eyes Only" any information that it reasonably believes constitutes competitively sensitive information that could be used by the receiving Party to obtain a business (not legal) advantage over the Producing Party, including but not limited to pending but unpublished patent applications, Confidential Information concerning profit margins, information concerning unreleased products or services, and Confidential Information about existing products or services.

4. Material designated as "Confidential" or "Highly Confidential – Attorneys' Eyes Only" ("Designated Material") shall refer to Confidential Information (as defined above), including documents, data and information, answers to interrogatories, answers to deposition questions (if the deposition is so designated as provided herein), responses to requests for admission, affidavits, expert reports, briefs, and any information copied or extracted therefrom or attached thereto, as well as all copies, excerpts, summaries, or compilations thereof, plus testimony, conversations, or presentations by Parties or counsel to or in court or in other settings that might reveal Confidential Information. The term "Receiving Party" shall refer to the Party to whom such information is produced by the "Producing Party."

5. Any Party or non-party to this Agreement who may have discoverable information may designate as "Confidential" or "Highly Confidential – Attorneys' Eyes Only" information and documents containing "personal data." "Personal data" includes without limitation personal records and information, including medical information, ethnicity, political views, and other sensitive personal information.

6. Designated Material marked as "Confidential" shall be maintained in confidence by the Receiving Party, shall be used solely for this action and any patentability challenge before

the USPTO (*e.g.*, *inter partes* review, post grant review and *ex parte* reexamination, hereinafter "USPTO proceedings") in which any of the patents-in-suit are in issue, and shall not be disclosed to any person by the Receiving Party in such action or proceedings except:

(a) The Court and personnel employed by the Court, and, to the extent and in the manner outlined below, the USPTO;

(b) Court Reporters and Videographers to the extent that Confidential Information is disclosed at a deposition or Court session which such reporter or videographer is transcribing or recording;

(c) Outside counsel of record for the Parties in this action and attorneys, staff, and supporting personnel of such counsel, to the extent reasonably necessary to render professional services in this action;

(d) Up to three designated in-house counsel of the Receiving Party who are responsible for or assisting in the conduct of this action and staff and supporting personnel, where such counsel are not involved in (and who do not become involved in) the laboratory research and development of DNA sequencing-by-synthesis ("SBS") technology[1] for the Receiving Party. Before any in-house counsel under this paragraph receives any disclosure as permitted under this Protective Order, each Party shall disclose such in-house counsel to the other Parties, and each such in-house counsel shall review and agree to be bound by the terms of this Protective Order by signing the sworn declaration of the form of Exhibit A attached hereto. If the other Parties do

[1] *See, generally*, Fuller, C.W., *et al.*, *The challenges of sequencing by synthesis*, 27 NATURE BIOTECH. 1013 (Nov. 6, 2009).

not object to the disclosure of Confidential Information to such in-house counsel within seven business days, then such in-house counsel may review Confidential Information. Each Party shall have the right to substitute a newly designated in-house counsel for a previously designated in-house counsel only if the previously designated in-house counsel is no longer in the employ of or affiliated with the respective Party. The Receiving Party shall (i) immediately notify the other Parties of the previously designated in-house counselor's change in responsibilities, (ii) use its best efforts to retrieve all Confidential Information previously disclosed to the previously designated in-house counsel, and (iii) designate a new in-house counsel, provided that such new in-house counsel meets the above criteria and the Party complies with the procedures for the designation of in-house counsel set forth above;

(e) One identified employee of the Receiving Party who needs access to such information to approve of the Receiving Party's litigation strategy in this action (including the Receiving Party's settlement of the action), who has been provided with a copy of this Protective Order and has signed a sworn declaration of the form of Exhibit A attached hereto, provided that the employee is not involved in (and does not become involved in) the laboratory research and development of DNA SBS technology. Before the employee of a Receiving Party under this paragraph receives any disclosure as permitted under this Protective Order, the Receiving Party shall disclose the employee to the other Parties along with a description of the employee's job responsibilities, and each such employee shall review and agree to be bound

DOCKET ALARM

Explore Litigation Insights

Docket Alarm provides insights to develop a more informed litigation strategy and the peace of mind of knowing you're on top of things.

Real-Time Litigation Alerts

Keep your litigation team up-to-date with **real-time alerts** and advanced team management tools built for the enterprise, all while greatly reducing PACER spend.

Our comprehensive service means we can handle Federal, State, and Administrative courts across the country.

Advanced Docket Research

With over 230 million records, Docket Alarm's cloud-native docket research platform finds what other services can't. Coverage includes Federal, State, plus PTAB, TTAB, ITC and NLRB decisions, all in one place.

Identify arguments that have been successful in the past with full text, pinpoint searching. Link to case law cited within any court document via Fastcase.

Analytics At Your Fingertips

Learn what happened the last time a particular judge, opposing counsel or company faced cases similar to yours.

Advanced out-of-the-box PTAB and TTAB analytics are always at your fingertips.

API

Docket Alarm offers a powerful API (application programming interface) to developers that want to integrate case filings into their apps.

LAW FIRMS
Build custom dashboards for your attorneys and clients with live data direct from the court.

Automate many repetitive legal tasks like conflict checks, document management, and marketing.

FINANCIAL INSTITUTIONS
Litigation and bankruptcy checks for companies and debtors.

E-DISCOVERY AND LEGAL VENDORS
Sync your system to PACER to automate legal marketing.