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14 DAIICHI SANKYO, INC. AND
DAIICHI SANKYO US HOLDINGS, INC.

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21 SUSANNE AMBLER an individual; RICHARD AMBLER,
an individual

22 UNITED STATES DISTRICT COURT
23 SOUTHERN DISTRICT OF CALIFORNIA

24
25 SUSANNE AMBLER and RICHARD
AMBLER,

26 Plaintiffs,

27 v.
28

Case No. 3:14-CV-01475-WQH-BLM

**JOINT MOTION FOR STIPULATED
PROTECTIVE ORDER OF
CONFIDENTIALITY**

1 DAIICHI SANKYO, INC., dba Sankyo
2 USA Development, Sankyo Pharma
3 Development, Sankyo Pharma Inc., Daiichi
4 Sankyo Pharma Development, Daiichi
5 Pharmaceuticals, Inc., Daiichi Medical
6 Research, Inc., and Daiichi Pharma
7 Holdings, Inc; DAIICHI SANKYO US
8 HOLDINGS, INC., parent company of
9 Daiichi Sankyo, Inc.; DAIICHI SANKYO
10 CO., LTD., parent corporation of Daiichi
11 Sankyo US Holdings, Inc. and/or Daiichi
12 Sankyo, Inc., fka Sankyo Company, Ltd.,
13 Daiichi Pharmaceutical Company, Ltd.;
14 and DOES 1 through 600, inclusive,

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Defendants.

11 Plaintiffs Susanne Ambler and Richard Ambler (“Plaintiffs”) and defendants Daiichi
12 Sankyo, Inc. and Daichii Sankyo US Holdings, Inc. (“Defendants”) hereby stipulate and agree,
13 through their respective attorneys of record, as follows:

14 1. The Parties, by and through their counsel, stipulate and agree that this
15 Stipulated Protective Order of Confidentiality – and any designation of a document, material or
16 information (whether written, graphic, or electronic) as being “PROTECTED INFORMATION”
17 subject to this Stipulated Protective Order of Confidentiality – is needed to expedite the flow of
18 discovery documents and is intended solely to facilitate discovery in the above-captioned action.

19 2. This Stipulated Protective Order of Confidentiality shall govern all hard
20 copy and electronic materials, the information contained therein, and all other information
21 including all copies, excerpts, summaries, or compilations thereof, whether revealed in a
22 document, deposition, other testimony, discovery response or otherwise, produced by any party to
23 this proceeding (the “Supplying Party”) to any other party (the “Receiving Party”). This
24 Stipulated Protective Order of Confidentiality is binding upon all Parties at the time it is entered
25 including their respective corporate parents, subsidiaries, and affiliates and their respective
26 attorneys, principals, experts, consultants, representatives, directors, officers, employees, and
27 others as set forth in this Order. If additional parties are added other than parents, subsidiaries or
28 affiliates of current parties to this litigation, then their ability to receive “PROTECTED

1 INFORMATION” as set forth in this Stipulated Protective Order of Confidentiality will be
2 subject to them being bound, by agreement or Court Order, to this Stipulated Protective Order of
3 Confidentiality. Third Parties who so elect may avail themselves of, and agree to be bound by,
4 the terms and conditions of this Stipulated Protective Order of Confidentiality and thereby
5 become a Supplying Party and/or Receiving Party for purposes of this Stipulated Protective Order
6 of Confidentiality. Agreement to this Stipulated Protective Order of Confidentiality by or on
7 behalf of any entity or person does not, and shall not be interpreted, to constitute an appearance,
8 excuse or waive any service of process requirement, or excuse or waive any requirement for the
9 exercise of jurisdiction.

10 3. A Supplying Party may designate as “PROTECTED INFORMATION”
11 any documents, things and information it produces in this litigation to a Receiving Party if such
12 Supplying Party or counsel for such Supplying Party believes in good faith that such
13 PROTECTED INFORMATION contains a trade secret or other confidential or proprietary
14 research, development or commercial information. As to designations made by the Plaintiffs, this
15 may include but is not necessarily limited to social security numbers, medical record numbers,
16 credit card numbers, bank account numbers, and financial and proprietary data concerning
17 Plaintiffs’ hauling and trucking business.

18 4. No items or information, including but not limited to summaries of items
19 or information designated as “PROTECTED INFORMATION” shall be produced or
20 disseminated orally, or by any other means, except as permitted by this Stipulated Protective
21 Order of Confidentiality.

22 5. Any designation of “PROTECTED INFORMATION” under this
23 Stipulated Protective Order of Confidentiality shall not be construed as an admission or an
24 agreement by any party:

25 (a.) That the designated disclosure constitutes or contains confidential
26 information; or

27 (b.) That any document, material or information, or any portion thereof,
28 constitutes competent, material, relevant, or admissible evidence in this case.

1 6. This Stipulated Protective Order of Confidentiality shall not be construed
2 as a waiver by any party of the right to contest the designation of “PROTECTED
3 INFORMATION” under this Stipulated Protective Order of Confidentiality. Any party desiring
4 to contest the protected designation of specific “PROTECTED INFORMATION” may do so at
5 any time and shall give the Supplying Party notice in writing including the listing of any such
6 information or document(s) or the Bates ranges for the information or document(s), and shall
7 provide an explanation of the basis for contesting the “PROTECTED INFORMATION”
8 designation (the “Notice”). If the same document in the Notice appears in the production at other
9 Bates numbers, the Notice shall be deemed to be sufficient for all such documents and
10 information. The Notice shall be sufficient if it identifies documents being challenged and states
11 the basis for the challenge. If the Parties cannot stipulate to the designation as “PROTECTED
12 INFORMATION” within thirty (30) days of the Supplying Party’s receipt of such written notice,
13 then the Supplying Party shall file a motion with the Court seeking an order preventing or
14 limiting disclosure. All motions, oppositions, replies, or other briefs addressing the
15 confidentiality designation “PROTECTED INFORMATION” shall be filed under seal as set forth
16 herein below in paragraph 12. Pending a Court determination, no document or information
17 designated as “PROTECTED INFORMATION” under this Order shall be disseminated other
18 than as provided by this Order unless otherwise ordered by the Court or as stipulated by the
19 Parties. To the extent that a document or information designated as “PROTECTED
20 INFORMATION” under this Order has been determined by a court of competent jurisdiction not
21 to be confidential, then said document or information will be considered non-confidential and
22 non-protected for purposes of this litigation.

23 7. Pursuant to the terms and requirements of this Stipulated Order of
24 Confidentiality, the Supplying Party may designate as “PROTECTED INFORMATION” all or
25 any part of documents or information produced by it in the course of litigation or in response to
26 various interrogatories and requests for production of documents, as well as documents,
27 electronic files and data compilations, and deposition transcripts, or portions thereof, that contain
28 or constitute confidential information.

1 8. The designation of confidential information shall be made by placing or
2 affixing on the material in a manner that will not interfere with its legibility the words
3 “PROTECTED INFORMATION. SUBJECT TO PROTECTIVE ORDER” as long as the
4 designation is conspicuously placed on produced documents, media or information in a uniform
5 manner. Notwithstanding the foregoing, Plaintiffs’ social security numbers, medical record
6 numbers, credit card numbers, bank account numbers shall automatically be deemed to be
7 PROTECTED INFORMATION, even if not expressly designated as such. The designation shall
8 be made prior to, or contemporaneously with, production or disclosure of that material.
9 Deposition testimony or any portion thereof may be designated “Confidential and Protected” on
10 the record at the time of the deposition, at which time the testimony and transcript thereof shall be
11 subject to the full protection of this Stipulated Protective Order of Confidentiality. Any questions
12 and testimony related to a document designated as “PROTECTED INFORMATION” shall
13 automatically be deemed to be “PROTECTED INFORMATION.” Any deposition exhibits
14 which have been marked “PROTECTED INFORMATION” shall be treated as confidential
15 documents under the terms of this Stipulated Protective Order of Confidentiality and shall not be
16 attached to the deposition transcript unless the transcript is marked as “PROTECTED
17 INFORMATION” to maintain the confidentiality of the documents. All copies, duplicates,
18 extracts, summaries or descriptions (hereinafter referred to collectively as copies) of documents
19 designated as “PROTECTED INFORMATION” under this Order, or any portion of such a
20 document, shall be immediately affixed with the designation “PROTECTED INFORMATION” if
21 the word does not already appear on the copy. All such copies shall be afforded the full
22 protection of this Order.

23 9. A party may not file in the public record in this action any “PROTECTED
24 INFORMATION” without written permission from the Supplying Party or a Court order secured
25 after following the procedures set forth herein in paragraphs 6 and 12. Material or information
26 designated as “PROTECTED INFORMATION” under this Stipulated Protective Order of
27 Confidentiality shall not be used or disclosed by any party, or their counsel or any person acting
28 on his/her behalf to any other persons except as provided for hereinafter, and shall not be used for

1 any business or competitive purpose, or for any other purposes whatsoever, other than the
2 preparation and trial of this action and any appeal in connection with this action.

3 10. Material or information designated as “PROTECTED INFORMATION”
4 under this Stipulated Protective Order of Confidentiality shall not be disclosed to any other
5 person or entity, except in the following circumstances:

6 (a.) Disclosure may be made to employees of counsel for Plaintiffs or
7 Defendants and to employees of Defendants or their affiliates who have responsibility for
8 assisting in, supervising or monitoring the preparation and trial of this action or any appeal herein.

9 (b.) Disclosure may be made to consultants or experts (hereinafter,
10 “consultant/expert”) employed by Plaintiffs or Defendants, or their counsel, to assist in the
11 preparation and trial of this litigation. However, prior to disclosure to any consultant/expert
12 (including undisclosed consulting experts), the consulting/expert must agree to be bound by the
13 terms of this Stipulated Protective Order of Confidentiality by executing the acknowledgement
14 annexed hereto as **Exhibit “A.”** A copy of each executed acknowledgement shall be maintained
15 for Plaintiffs’ consultant/experts by Plaintiffs’ Counsel, and for Defendants’ consultants/experts
16 by Counsel for Defendants during the course of the litigation. At the conclusion of the litigation,
17 counsel for Receiving Party shall confirm in writing with counsel for Supplying Party that it will
18 seek to have any documents designated as “PROTECTED INFORMATION” that were provided
19 to consultants/experts returned to counsel for the Receiving Party. In no event shall a Receiving
20 Party make disclosure to employees, officers, or directors of any competitors of Defendants or of
21 Plaintiffs’ business, or anyone who at the time of disclosure is anticipated to become an
22 employee, officer, or director of any competitor of Defendants or of Plaintiffs’ business. In the
23 event a Receiving Party wishes to make disclosure to any consultant/expert of any such
24 competitors, or to anyone who, at the time of disclosure, is anticipated to become a
25 consultant/expert of any such competitor, irrespective of whether they are retained as a
26 consultant/expert for the other party, the parties shall “meet and confer” to determine a method to
27 address such request. A “competitor” of Defendants shall be defined as any pharmaceutical
28 manufacturer or other company that is in the chain of development, manufacture, distribution or

1 sale of any product indicated or being developed for the treatment of hypertension. A
2 “competitor” of Plaintiffs’ hauling and trucking business shall be defined as any business in
3 Southern California providing trucking and/or hauling services. A party wishing to make a
4 disclosure to any current consultant/expert of any competitor, or to anyone who, at the time of
5 disclosure, anticipates becoming a consultant/expert of any competitor, shall identify the Bates
6 range of documents that may be provided to such consultant/expert without disclosing the identity
7 of the person. Within fourteen (14) days of the disclosure of the Bates range of documents, any
8 party may designate as “PROTECTED INFORMATION – ATTORNEYS’ EYES ONLY” any
9 document, or information in a document, which that party considers in good faith to contain such
10 highly confidential information that if potentially disclosed to a competitor of Defendants, such
11 disclosure would cause Defendants or Plaintiffs’ business competitive harm. Nothing in this
12 paragraph prevents any party from designating such highly confidential documents as
13 “PROTECTED INFORMATION – ATTORNEYS’ EYES ONLY” before initial production. If
14 such a designation is not made within fourteen (14) days, the documents in the Bates range may
15 be provided to the consultant/expert pursuant to this Stipulated Protective Order of
16 Confidentiality. A party may object to the “PROTECTED INFORMATION – ATTORNEYS’
17 EYES ONLY” designation of a document, or information in a document, within fourteen (14)
18 days of the designation. If the parties cannot agree to the “PROTECTED INFORMATION –
19 ATTORNEYS’ EYES ONLY” designation, the matter shall be resolved by the Court pursuant to
20 Paragraph 12 of this Stipulated Protective Order of Confidentiality, and no disclosure shall be
21 made until the matter is resolved by the Court. A document, or information in a document, which
22 the parties agree to designate, or the Court designates, as “PROTECTED INFORMATION –
23 ATTORNEYS’ EYES ONLY” shall not be provided to any consultants/experts of any
24 competitor, or to anyone who, at the time of disclosure, anticipates becoming an employee,
25 officer, director or consultant of any competitor.

26 (c.) Disclosure may be made to the Parties to the extent required for
27 assisting in the preparation and trial of each individual case or any appeal herein. To the extent
28 such disclosure is made, such Party shall be advised of, shall become subject to, and shall agree in

1 advance of disclosure to, the provisions of this Stipulated Protective Order of Confidentiality
2 requiring that the material and information be held as confidential.

3 (d.) Disclosure may be made to the Court and court personnel
4 (including the court having jurisdiction over any appeal).

5 (e.) Disclosure may be made to Court reporters used in connection with
6 the litigation.

7 (f.) Disclosure may be made to any person who (i) wrote or received a
8 copy of the document designated confidential before it was furnished in this litigation, or (ii) was
9 present or participated in a meeting or discussion of the protected information before it was
10 furnished in this litigation.

11 (g.) Disclosure may be made to any mediators, secretaries,
12 paraprofessional assistants, and other employees of such mediators who are actively engaged in
13 assisting the mediators in connection with this matter.

14 (h.) Disclosure may be made to employees of outside copying,
15 document imaging, litigation and trial support, and facsimile services.

16 (i.) Disclosure may be made to witnesses or deponents in the course of
17 this litigation, only as necessary for the litigation and only after the person to whom such
18 disclosure is made has been informed of the Stipulated Protective Order of Confidentiality and
19 has agreed in writing to be bound by it, by signing the form of acknowledgement annexed as
20 **Exhibit "A."** The executed acknowledgement shall be retained by counsel for the Receiving
21 Party, with a copy provided to counsel for the Supplying Party on a showing of good cause where
22 providing a copy does not violate the attorney-client privilege, the work-product privilege or any
23 other privilege.

24 (j.) Disclosure may be made to any agency or entity as necessary to
25 comply with applicable law, including administrative regulations and orders.

26 11. All counsel shall keep all material or information designated as
27 "PROTECTED INFORMATION" which is received under this Stipulated Protective Order of
28 Confidentiality within its exclusive possession and control, except as provided in paragraph 10,

1 and shall take reasonable steps to maintain such material in a secure manner.

2 12. Any “PROTECTED INFORMATION” that is filed with the Court or used,
3 submitted, or offered into evidence at any proceeding except trial, and any pleading, motion,
4 opposition, reply, or other paper filed with the Court that reveals the content of any such
5 “PROTECTED INFORMATION,” shall be filed under seal in accordance with this Court’s Filing
6 Civil Sealed Documents Electronically Learning Module presented by the U.S. District Court,
7 Southern District of California
8 (<https://www.casd.uscourts.gov/CMECF/Lists/Policies%20and%20Procedures/Attachments/4/Pri>
9 [nted%20version%20\(online%20demo%20-](https://www.casd.uscourts.gov/CMECF/Lists/Policies%20and%20Procedures/Attachments/4/Pri)
10 [%20How%20to%20File%20Civil%20Sealed%20Documents\).pdf](https://www.casd.uscourts.gov/CMECF/Lists/Policies%20and%20Procedures/Attachments/4/Pri) and this Court’s User’s
11 Manual: How to File Civil Sealed Documents (August 20, 2011) and this Court’s Electronic
12 Case Filing Administrative Policies and Procedures Manual, Section 2.j., and shall bear the
13 following legend:

14 THIS DOCUMENT CONTAINS “PROTECTED INFORMATION” COVERED
15 BY A STIPULATED PROTECTIVE ORDER OF CONFIDENTIALITY OF THE
16 COURT AND IS SUBMITTED UNDER SEAL PURSUANT TO THAT
17 PROTECTIVE ORDER. THE CONFIDENTIAL CONTENTS OF THIS
18 DOCUMENT MAY NOT BE DISCLOSED WITHOUT EXPRESS ORDER OF
19 THE COURT.

20 The terms of this Stipulated Protective Order of Confidentiality do not preclude, limit,
21 restrict, or otherwise apply to the use of “PROTECTED INFORMATION” at trial. The use of
22 “PROTECTED INFORMATION” during trial will be addressed in a later agreement between the
23 Parties, or, if they cannot reach an agreement, by further Order of the Court.

24 13. If another court or an administrative agency subpoenas or otherwise orders
25 production of “PROTECTED INFORMATION” obtained under this Stipulated Protective Order
26 of Confidentiality, the person to whom the subpoena or other process is directed shall promptly
27 notify counsel for the designating party in writing via fax and overnight delivery of all of the
28 following: (1) the “PROTECTED INFORMATION” that is requested by the subpoena; (2) the
date on which compliance with the subpoena is requested; (3) the location at which compliance
with the subpoena is requested; (4) the identity of the party serving the subpoena; and (5) the case

1 name, jurisdiction and index, docket, complaint, charge, civil action or other identification
2 number or other designation identifying the litigation, administrative proceeding or other
3 proceeding in which the subpoena or other process has been issued. In no event shall
4 “PROTECTED INFORMATION” be produced before the expiration of fifteen business days
5 after written notice to counsel for the designating party. Furthermore, the person receiving the
6 subpoena or other process shall cooperate with the producing party in any proceeding related
7 thereto.

8 14. If any party learns of any unauthorized disclosure of documents or
9 information designated as “PROTECTED INFORMATION” by Parties or counsel in this
10 litigation, it shall immediately inform the Court in writing of all pertinent facts relating to such
11 disclosure.

12 15. Inadvertent production of any document or information without a
13 designation of “PROTECTED INFORMATION” will not be deemed to waive a later claim to its
14 confidential nature or preclude a party from designating said document or information as
15 “PROTECTED INFORMATION” pursuant to this Order at a later date. Any party may designate
16 as “PROTECTED INFORMATION” or withdraw “PROTECTED INFORMATION” designation
17 from any material that it has produced, provided, however, that such re-designation shall be
18 effective only as of the date of such re-designation. A party must treat such documents and things
19 with the noticed level of protection from the date such notice is received. Such re-designation
20 shall be accomplished by notifying counsel for each party in writing of such re-designation and
21 providing replacement images bearing the appropriate description. Upon receipt of any re-
22 designation and replacement image that designates material as “PROTECTED
23 INFORMATION,” all Parties shall (1) treat such material in accordance with this Order; (2) take
24 reasonable steps to notify any persons known to have possession of any such material of such re-
25 designation under this Stipulated Protective Order of Confidentiality ; and (3) promptly endeavor
26 to procure all copies of such material from any persons known to have possession of such
27 material who are not entitled to receipt under this Stipulated Protective Order of Confidentiality .

28 16. Inadvertent production of documents or information (hereinafter

1 “Inadvertently Produced Documents”) subject to work-product immunity, the attorney-client
2 privilege, or other legal privilege protecting information from discovery shall not constitute a
3 waiver of the immunity or privilege, provided that the party producing the documents shall notify
4 all Parties in writing within a reasonable period of time from the discovery of the inadvertent
5 production. If such notification is made, such Inadvertently Produced Documents and all copies
6 thereof shall, upon request, be returned to the party making the inadvertent production, all notes
7 or other work product of the Receiving Party reflecting the contents of such materials shall be
8 destroyed, and such returned or destroyed material shall be deleted from any litigation-support or
9 other database. If the party receiving the production disputes in writing the claim of privilege or
10 the claim of inadvertence they may retain possession of the Inadvertently Produced Documents as
11 well as any notes or other work product of the Receiving Party reflecting the contents of such
12 materials pending the resolution by the Court of the motion below. The party receiving such
13 Inadvertently Produced Documents may, after receipt of the notice of inadvertent production,
14 move the Court to oppose the request for return of the subject materials. If the Receiving Party’s
15 motion is denied, the Receiving Party shall promptly comply with the immediately preceding
16 provisions of this paragraph or such other directives as may be issued by the Court. No use shall
17 be made of such Inadvertently Produced Documents during depositions or at trial, nor shall they
18 be disclosed to anyone who was not given access to them prior to the request to return or destroy
19 them.

20 17. Upon final termination of this action, whether by judgment, settlement or
21 otherwise, counsel for Receiving Party shall return to counsel for the designating party all
22 “PROTECTED INFORMATION” in their possession or subject to their control (including but
23 not limited to materials furnished to consultants and/or experts), and execute an affidavit or
24 declaration affirming based on personal knowledge that all such “PROTECTED
25 INFORMATION,” including copies upon which any notes have been made, have been returned.

26 18. The terms of this Stipulated Protective Order of Confidentiality shall
27 survive and remain in effect after the termination of this lawsuit. To the extent permitted by local
28 rules and governing law, counsel for the designating party shall be entitled to contact the Court to

1 claim and retrieve documents containing Protective Information that were submitted to the Court.

2 19. Any party for good cause shown may apply to the Court for modification
3 of this Stipulated Protective Order of Confidentiality, or the Order may be modified by consent of
4 the Parties in writing. This Stipulated Protective Order of Confidentiality shall remain in full
5 force and effect and each person subject to this Order shall continue to be subject to the
6 jurisdiction of this Court, for the purposes of this Order, in perpetuity, and the Court shall not be
7 divested of jurisdiction of any person or of the subject matter of this Order by the occurrence of
8 conclusion of this case, or by the filing of a notice of appeal, or other pleading which would have
9 the effect of divesting this Court of jurisdiction of this matter generally.

10 IT IS SO ORDERED.

11 Signed in San Diego, California on the ____ day of September, 2014.

12
13
14 MAGISTRATE JUDGE BARBARA LYNN MAJOR

15 **STIPULATED TO AND CONSENTED TO BY:**

16 /s/ David W. Baumgarten

17 _____
18 David W. Baumgarten
19 Yale & Baumgarten, LLP
1450 Frazee Road, Suite 403
San Diego, CA 92108
Telephone: (619) 220-8790

20 /s/ Siobhan A. Cullen

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23 Los Angeles, CA 90067-1517

24 Counsel for Defendants Daiichi Sankyo, Inc. and
25 Daichii Sankyo US Holdings, Inc.

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EXHIBIT A
ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND
BY STIPULATED PROTECTIVE ORDER OF CONFIDENTIALITY

The undersigned hereby acknowledges that he/she has read the foregoing Stipulated Protective Order of Confidentiality entered in *Ambler v. Daiichi Sankyo, Inc., et al*, Civil Action No. 3:14-CV-01475-WQH-BLM, Southern District of California, understands the terms thereof, and agrees, upon threat of penalty of contempt, to be bound by such terms. The undersigned hereby consents to the jurisdiction of the United States District Court for the Southern District of California for the purpose of enforcing the Stipulated Protective Order of Confidentiality.

Dated: _____ (Signature)

_____ (Printed)

_____ (Street Address)

_____ (City, State and Zip Code)

_____ (Telephone)

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13 Attorneys for Defendants
14 DAIICHI SANKYO, INC. AND
DAIICHI SANKYO US HOLDINGS, INC.

15 EUGENE P. YALE, (SBN 83048)
16 DAVID W. BAUMGARTEN (SBN 179574)
SUZANNE M. YALE (SBN 260107)
17 YALE & BAUMGARTEN LLP
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Telephone: (619) 220-8790
19 Facsimile: (619) 220-0369

20 Attorneys for Plaintiffs
21 SUSANNE AMBLER an individual; RICHARD AMBLER,
an individual

22 UNITED STATES DISTRICT COURT
23 SOUTHERN DISTRICT OF CALIFORNIA

24
25 SUSANNE AMBLER and RICHARD
AMBLER,

26 Plaintiffs,

27 v.
28

Case No. 3:14-CV-01475-WQH-BLM

**JOINT MOTION FOR LEAVE TO ENTER
STIPULATED PROTECTIVE ORDER OF
CONFIDENTIALITY**

1 DAIICHI SANKYO, INC., dba Sankyo
 2 USA Development, Sankyo Pharma
 3 Development, Sankyo Pharma Inc., Daiichi
 4 Sankyo Pharma Development, Daiichi
 5 Pharmaceuticals, Inc., Daiichi Medical
 6 Research, Inc., and Daiichi Pharma
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 8 HOLDINGS, INC., parent company of
 9 Daiichi Sankyo, Inc.; DAIICHI SANKYO
 10 CO., LTD., parent corporation of Daiichi
 11 Sankyo US Holdings, Inc. and/or Daiichi
 12 Sankyo, Inc., fka Sankyo Company, Ltd.,
 13 Daiichi Pharmaceutical Company, Ltd.;
 14 and DOES 1 through 600, inclusive,
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 Defendants.

11 NOW INTO COURT, through undersigned counsel, come Plaintiffs Susanne Ambler and
 12 Richard Ambler and Defendants Daiichi Sankyo, Inc. and Daichii Sankyo US Holdings, Inc., who
 13 jointly move the Court for entry of the attached Stipulated Protective Order of Confidentiality.
 14 The parties have conferred and agreed to the terms set forth in the attached Protective Order.

15 WHEREFORE, Plaintiffs Susanne Ambler and Richard Ambler and Defendants Daiichi
 16 Sankyo, Inc. and Daichii Sankyo US Holdings, Inc. jointly and respectfully request that the Court
 17 enter the attached Stipulated Protective Order of Confidentiality.

18 /s/ David W. Baumgarten
 19 David W. Baumgarten
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 21 1450 Frazee Road, Suite 403
 22 San Diego, CA 92108
 23 Telephone: (619) 220-8790
 24 Counsel for Plaintiffs

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DAIICHI SANKYO, INC. AND
13 DAIICHI SANKYO US HOLDINGS, INC.

14 UNITED STATES DISTRICT COURT
15 SOUTHERN DISTRICT OF CALIFORNIA

17 SUSANNE AMBLER and RICHARD)
AMBLER,)
18)
Plaintiffs,)
19)
v.)

Case No. 3:14-CV-01475-WQH-BLM

PROOF OF SERVICE

20 DAIICHI SANKYO, INC., dba Sankyo USA)
21 Development, Sankyo Pharma Development,)
Sankyo Pharma Inc., Daiichi Sankyo Pharma)
22 Development, Daiichi Pharmaceuticals, Inc.,)
Daiichi Medical Research, Inc., and Daiichi)
23 Pharma Holdings, Inc; DAIICHI SANKYO)
US HOLDINGS, INC., parent company of)
24 Daiichi Sankyo, Inc.; DAIICHI SANKYO)
CO., LTD., parent corporation of Daiichi)
25 Sankyo US Holdings, Inc. and/or Daiichi)
Sankyo, Inc., fka Sankyo Company, Ltd.,)
26 Daiichi Pharmaceutical Company, Ltd.; and)
DOES 1 through 600, inclusive,)

27 Defendants.)
28)

PROOF OF SERVICE

I, Selena A. Venegas, declare that I am at least 18 years of age, and not a party to the above-entitled action. My business address is 501 West Broadway, Suite 800, San Diego, California 92101, Telephone: (619) 400-4850. On September 24, 2014, I caused to be served the following document(s):

- 1. JOINT MOTION FOR STIPULATED PROTECTIVE ORDER OF CONFIDENTIALITY**
- 2. JOINT MOTION FOR LEAVE TO ENTER STIPULATED PROTECTIVE ORDER OF CONFIDENTIALITY**

<input checked="" type="checkbox"/>	E-FILING: By causing the document to be electronically filed via the Court's CMMCF system, which effects electronic service on counsel who are registered with the CM/ECF system.
<input type="checkbox"/>	BY MAIL: I am readily familiar with the business' practice for collection and processing of correspondence for mailing with the United States Postal Service. I know that the correspondence is deposited with the United States Postal Service on the same day this declaration was executed in the ordinary course of business. I know that the envelope was sealed, and with postage thereon fully prepaid, placed for collection and mailing on this date, following ordinary business practices, in the United States mail at San Diego, California.
<input type="checkbox"/>	BY PERSONAL SERVICE: I caused such envelopes to be delivered by a messenger service by hand to the address(es) listed below:
<input type="checkbox"/>	BY E-MAIL: I caused such documents to be transmitted by e-mail to the following e-mail addresses as set forth below.
<input type="checkbox"/>	BY OVERNIGHT DELIVERY: I enclosed a true copy of said document(s) in a Federal Express envelope, addressed as follows:
<input type="checkbox"/>	BY FACSIMILE: I caused such documents to be transmitted by facsimile transmission and mail as indicated above.

Eugene P. Yale Suzanne M. Yale David W. Baumgarten Yale & Baumgarten, LLP 1450 Frazee Road, Suite 403 San Diego, CA 92108 Telephone: (619) 220-8790	
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I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on September 24, 2014 at San Diego, California.

Selena Venegas

 Selena A. Venegas