

**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. 17-973-GMS
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.

Columbia Exhibit 2128  
Illumina, Inc. v. The Trustees  
of Columbia University in the  
City of New York  
IPR2018-00291, 318, 322, 385 & 797

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Party to obtain a business (not legal) advantage over the Producing Party, including but not limited to pending but unpublished patent applications, Confidential Information concerning profit margins, information concerning unreleased products or services, and Confidential Information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<sup>1</sup> 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 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

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

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 not object to the disclosure of Confidential Information to this employee within seven business days, then such employee may review Confidential Information. Each Party shall have the right to substitute a newly designated employee for the previously designated employee only if the previously designated employee is no longer in the employ of the Receiving Party, and the newly proposed employee similarly 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 ) and also is not involved in (and does not become involved in) the laboratory research and development of DNA SBS technology. When such a substitution is deemed necessary, the Receiving Party shall (i) immediately notify the other Parties of the previously designated employee's departure from the Receiving Party and the new place of employment, (ii) use its best efforts to retrieve all Confidential Information previously disclosed to the previously designated employee, and (iii) designate and disclose the new proposed employee, provided that such new proposed employee meets the above criteria and the Receiving Party complies with the procedures for the designation of the employee set forth above;

- (f) Designated experts or consultants (and the research personnel, assistants, secretarial staff, and clerical staff of such experts or consultants) who are not employees of the Receiving Party and who are retained by a Party or its

attorneys of record in this action or in related actions where infringement and/or validity of the patents-in-suit is at issue, to assist in the preparation of the case, such as economic, accounting, or scientific experts or technical advisors, or to furnish technical or expert services in connection with this action, or to give testimony with respect to the subject matter thereof for the trial of this action under Federal Rules of Civil Procedure Rule 26(a) and (b); and (i) who are not at the time giving technical advice unrelated to litigation to the Receiving Party or other SBS competitors of the Parties regarding how best to modify or incorporate nucleotides for use in SBS methods, and (ii) who have been provided with a copy of this Protective Order and have signed a sworn declaration of the form of Exhibit A attached hereto. Counsel for the Receiving Party shall maintain such signed sworn declarations, and make them available to the Producing Party upon request upon the conclusion of the action.

- (g) Persons who appear on the face of such Designated Material as an author, addressee, or recipient thereof; or persons in whose files the document or thing was found;
- (h) Duplicating, photocopying, videography, imaging, graphics, demonstrative, and document coding/scanning contractors;
- (i) Persons who have been retained by a Party to provide translation or interpretation from one language to another;
- (j) Mock jurors and jury consultants who have been engaged by the Parties or the consultants in preparation for trial and who have been provided with a

copy of this Protective Order and have signed a sworn declaration of the form of Exhibit A attached hereto. For any jury research, an appropriate screening process must be used to assure that the jury consultant(s) and mock jurors selected for any mock jury presentation are not current or former, officers, directors, employees, or consultants of any Party or any direct competitors of any Party; and

- (k) Such other persons as the Producing Party may, in writing, agree, or who may receive Confidential information by order of this Court.

7. Material marked as “Highly Confidential – Attorneys’ Eyes Only” shall be maintained in confidence by the Party to whom such material is produced, shall be used solely for this action and any USPTO proceedings in which any of the patents-in-suit are in issue, and shall not be disclosed by the Receiving Party to any person in this action or such proceedings except the persons specified in sub-paragraphs (a), (b), (c), (d), (f), (g), (h), (i), (j), and (k) of paragraph 6 above.

8. In the event that a Producing Party elects to produce original documents or other material for inspection, no markings need be made on the documents or material by the Producing Party in advance of the inspection. During the inspection, such documents or material shall be considered “Highly Confidential – Attorneys’ Eyes Only.” After selection by the inspecting party of specific documents or material for copying, the Producing Party shall make the appropriate copies, and the appropriate confidentiality designations shall be placed on the documents or materials before they are provided to the inspecting party.

9. Notwithstanding any other provision of this Protective Order, and in addition to the protections and limitations on use of information already provided in other sections, any

person who receives from and reviews information produced by a Producing Party in this action designated as “Confidential” or “Highly Confidential – Attorneys’ Eyes Only” and describing the Producing Party’s methods (including but not limited to for sequencing and of manufacturing), procedures, processes, compositions of matter, machines, or devices shall not (a) participate in patent prosecution before the United States Patent and Trademark Office (“USPTO”), or in any other country, for any patent or patent application having claims involving the sequencing of nucleic acids; or (b) participate in the amendment, modification or addition of patent claims described in 9(a), including via any USPTO proceedings relating to such patent claims. In addition, any person who receives and reviews information designated as “Confidential” or “Highly Confidential – Attorneys’ Eyes Only” relating to the Producing Party’s pricing or cost information shall not directly participate in the setting of price or cost of the Receiving Party’s products or services relating to SBS. For the avoidance of doubt, a person “participates” in the work described in this Paragraph when he or she performs or reviews the relevant work relating to such patent prosecution (or the amendment, modification, or addition thereof) or pricing or cost information and makes a contribution to such relevant work, whether directly, or by making suggestions or edits to the work of others (thus including oral or written discussions regarding same). A person does not “participate” in such work just by supervising or being ultimately responsible for those who do directly participate in such work. In addition, for the further avoidance of doubt, nothing in this paragraph 9 shall prohibit a person from participating in litigation, such as this action, or from participating in any *ex parte* reexamination or proceeding before the Patent Trial and Appeal Board (“PTAB”) (including any involving any of the patents in-suit in this Action), except that this paragraph 9 still shall prohibit a person from participating in the amendment, modification, or addition of patent claims involving the



sequencing of nucleic acids in an *ex parte* reexamination or IPR , as provided in 9(b) herein. The preclusions set forth in this paragraph relating to (a) U.S. and foreign patent prosecution, and (b) claim drafting, amendments, modifications, or additions shall apply to (i) patent applications having an effective filing date before, anytime during, or up to 2 years after the conclusion of this action, including by settlement and/or the completion and exhaustion of all appeals, rehearings, remands, trials, or reviews of this action, and (ii) patents having an issue date during or up to 2 years after the conclusion of this action, including by settlement and/or the completion and exhaustion of all appeals, rehearings, remands, trials, or reviews of this action. The preclusions set forth in this Paragraph relating to the setting of price or costs of the Receiving Party's products or services shall last for 2 years after the conclusion of this action, including by settlement and/or the completion and exhaustion of all appeals, rehearings, remands, trials, or reviews of this action.

10. Testimony, including in the form of transcripts, disclosed at a deposition, or during testimony at a hearing or trial of (i) a Party, the present or former officers, directors, employees, agents, or experts retained by a Party for the purpose of this action, or (ii) a third party in possession of Confidential Information of its own or of a Party, shall be automatically designated and treated by all Receiving Parties as "Highly Confidential – Attorneys' Eyes Only." At any time, a Receiving Party may request that the Producing Party provide precise confidentiality designations as to the confidential status of the Producing Party's information in such transcript (e.g., which pages and lines of the transcript are not restricted at all under this Protective Order, and/or constitute "Confidential" or "Highly Confidential – Attorneys' Eyes Only" information). The Producing Party has ten days to provide such designations, and to do so in good faith. If the Receiving Party disputes such new designations, the Parties shall follow the

dispute resolution process outlined in paragraph 15 of this Protective Order, with the new designations applying until the dispute is resolved.

11. The inadvertent or unintentional production of material or documents containing Confidential Information without an appropriate confidentiality designation shall not be deemed a waiver in whole or in part of a claim for confidential treatment. A Producing Party that inadvertently or unintentionally produces material or documents containing Confidential Information without a confidentiality designation may request destruction of the undesignated copies by notifying the Receiving Party, as soon as reasonably possible after the Producing Party becomes aware of the inadvertent or unintentional disclosure, and providing replacement material or documents that are properly designated. The Receiving Party shall then collect and destroy all undesignated copies of the inadvertently or unintentionally produced material or documents.

12. Absent any overriding rules of this Court or orders of this Court, no material containing Confidential Information shall be filed in the public record of this action. In the event that any document or information that has been designated “Confidential” or “Highly Confidential – Attorneys’ Eyes Only” is included with, or in any way disclosed in, any pleading, motion, deposition transcript, correspondence, or other paper filed with the Court, such document or information and related material shall be filed under seal with the Court in accordance with Local Civil Rule 5.1.3. In the event a physical copy of a document containing Confidential Information is to be filed in this action, it must be filed in a sealed envelope bearing the legend “Filed Under Seal” on its front face. The envelope shall also bear the caption of the case, shall state the title of the documents contained therein and shall state that the document is filed under the terms of this Protective Order. The parties agree that they shall

attempt in good faith to enter into a protective order of sufficiently equal protection as provided herein by this Order to also govern the Confidential Information submitted in any related proceedings involving any of the patents-in-suit before the PTAB, as provided by the rules and regulations applicable to such proceedings. Any Confidential Information submitted in a proceeding involving any of the patents-in-suit before the PTAB shall be filed under seal pursuant to said protective order and pursuant to the PTAB's rules for filing under seal.

13. Inadvertent production of information subject to attorney-client privilege, work-product immunity, or any other applicable privilege or immunity shall be handled as follows, but without waiver of or prejudice to the right of any Party to apply to the Court for further protection or disclosure relating to discovery:

- (a) Immediately upon receiving notice from the Producing Party that information subject to attorney-client privilege, work-product immunity, or any other applicable privilege or immunity, has been inadvertently produced, the Receiving Party shall not review, copy, or otherwise disseminate the documents or materials, nor shall it disclose their substance except as described in subsection (c) below. The Receiving Party shall also return or destroy (at the Producing Party's option) the documents or materials and all copies, including electronic copies, within three business days from receiving notice. The Producing Party must provide a privilege log for the allegedly privileged documents or materials, within three business days of providing notice to the Receiving Party. The Producing Party must also preserve the information until the claims are resolved;

- (b) If the Receiving Party, without notice from the Producing Party, determines that information subject to attorney-client privilege or work-product immunity has been inadvertently produced, the Receiving Party shall immediately contact the Producing Party and advise the Producing Party of the inadvertent disclosure. The Receiving Party shall not review, copy, or otherwise disseminate the documents or materials, nor shall it disclose their substance. The Receiving Party shall also return or destroy (at the Producing Party's option) the documents or materials and all copies, including electronic copies, within five business days from discovery of the inadvertent disclosure. The Producing Party must provide a privilege log for the allegedly privileged documents or materials, within six business days from discovery of the inadvertent disclosure, unless the parties agree to a longer period of time. The Producing Party must also preserve the information until the claims are resolved;
- (c) If the Receiving Party believes that it has a good-faith basis for challenging a privilege or immunity claim, the Receiving Party still shall return or destroy all copies of the documents or material that are subject of the claim of inadvertent production, and shall provide the Producing Party with a written explanation of the good-faith basis for the belief that the produced documents or materials are not privileged (which shall include the specific identification of the document(s) at issue, including the Bates number of each such document(s)), within three business days of the Producing Party's request for return. The Producing Party shall respond in writing to the Receiving Party's

timely challenge to a privilege or immunity claim within five business days from receipt of the challenge;

- (d) In the event the Parties cannot agree as to the privileged or immune status of produced documents or materials, the Receiving Party shall have five business days from receipt of the Producing Party's written response to the privilege challenge to seek, in accordance with the scheduling order entered and any applicable standing orders or local rules, an order compelling production of the produced documents or materials. The Receiving Party shall not use the fact of the production or refer to the content of the produced documents or materials to challenge their claimed status as privileged or immune. In the event that a motion is made, the Producing Party shall have the burden of proving that the produced documents or materials are privileged or immune from discovery. Nothing in this paragraph is intended to limit the rights of any Party pursuant to Fed. R. Civ. P. 26(b)(5)(B);
- (e) Disclosure of information subject to the attorney-client privilege, work-product immunity, or any other applicable privilege or immunity shall not constitute a waiver of such privilege or immunity. Pursuant to Rule 502(d) of the Federal Rules of Evidence, the Court hereby orders that neither attorney-client privilege nor protection under the work-product doctrine is waived by disclosure of information, inadvertent or otherwise, subject to attorney-client privilege or work product immunity, in which event such disclosure is also not a waiver in any other federal or state proceeding.

14. If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed Confidential Information of another Party or non-party to any person or in any circumstance not authorized under this Protective Order, the Receiving Party must immediately (i) notify in writing the Producing Party of the unauthorized disclosures, (ii) use its best efforts to retrieve all unauthorized copies of the Confidential Information, (iii) inform the person or persons to whom unauthorized disclosures were made of all the terms of this Protective Order, and (iv) request that such person or persons sign a sworn declaration of the form of Exhibit A attached hereto.

15. A Party may challenge the correctness or propriety of a confidentiality designation or redaction of a Producing Party by first seeking to meet and confer and resolve the matter in good faith, and then via submission to the Court, as follows:

- (a) A Party that elects to initiate a challenge to a Producing Party's confidentiality designation or redaction must do so in good faith and must begin the process by requesting a conference directly with counsel for the Producing Party. The Parties shall meet and confer within five days of such a request. In conferring, the challenging Party must explain the basis for its belief that the confidentiality designation or redaction was not proper and must give the Producing Party an opportunity to review the confidentiality designation or redaction, to reconsider the circumstances, and if no change in the designation or redaction is offered, to explain the basis for the chosen designation or redaction; and
- (b) If no agreement is reached on the confidentiality designation or redaction, after completing the required meet and confer process, the Producing Party may seek a ruling, through the Court's discovery dispute procedure, on the

Producing Party's confidentiality designation or redaction. The burden of persuasion in any such challenge proceeding shall be on the Producing Party. Until the Court rules on the challenge, all Parties shall continue to afford the material in question the level of protection to which it is entitled under the Producing Party's last designation. If the Producing Party does not seek a court ruling within ten days of completing the required meet and confer process, the material in question shall receive the level of protection being asserted by the challenging Party, or with regards to a disputed redaction, the Producing Party shall produce the document without the disputed redaction.

16. If Confidential Information in the possession, custody, or control of a Receiving Party is sought by subpoena, request for production, interrogatory, or any other form of discovery request or compulsory process of any court, administrative body or legislative body, or any other person or tribunal purporting to have authority to seek such information by compulsory process or discovery request, including private parties, the Receiving Party shall: (i) within three business days after receipt thereof (or if there are less than three business days to so act, in any event sufficiently prior to compliance with said request), give written notice by hand, facsimile or electronic mail of such process or discovery request together with a copy thereof, to counsel for the Producing Party; (ii) cooperate to the extent necessary to permit the Producing Party to seek to quash such process or discovery request; and (iii) not produce or disclose such Confidential Information until the Producing Party consents in writing to its production, or the Receiving Party is ordered by a court of competent jurisdiction to produce or disclose the Confidential Information.

17. The terms of this Protective Order are applicable to information produced by a non-party in this action and designated as “Confidential” or “Highly Confidential – Attorneys’ Eyes Only.” Such Confidential Information produced by non-parties in connection with this action is protected by the remedies and relief provided by this Protective Order to the same extent and degree that Confidential Information produced by the Parties is protected by this Protective Order.

18. The documents produced in *The Trustees of Columbia University in the City of New York v. Illumina, Inc.*, No. 12-376 (GMS) (D. Del.) (*i.e.*, CU00000001-89256, IBS00000001-358060, and ILMN\_COL0000001-4572790) and *Illumina, Inc. v. QIAGEN N.V.*, No. 3:16-cv-2788-WHA (N.D. Cal.) (*i.e.*, ILMNQGN00000001-17449 and QIAGENNV00001-5217) shall be treated and maintained by the Parties as though produced in this action under this protective order, and confidentiality designations applied to such documents shall continue to apply under this protective order.

19. Within sixty days after the conclusion of this action, including the completion and exhaustion of all appeals, rehearings, remands, trials, or reviews of this action, all Confidential Information designated and produced hereunder, and all copies thereof, shall be returned to the Producing Party or destroyed. Receiving Party shall certify in writing that such material, including electronically stored information, has been destroyed. Notwithstanding the foregoing, outside counsel of record may retain all of their files from this action, including, but not limited to, pleadings, correspondence, discovery requests, and responses, whether or not such files refer to or include any Confidential Information designated in this action.

20. By stipulating to the entry of this Protective Order, no Party waives any right it otherwise would have to object to disclosing or producing any information or item on any



ground not addressed in this Protective Order. Similarly, no Party waives any right to object on any ground to the use in evidence of any of the material covered by this Protective Order.

21. Counsel for a Party producing a document may redact material deemed exempt from discovery because of attorney-client privilege, work-product immunity, or any other applicable privilege or immunity under the Federal Rules, or because the redacted material is (i) personal in nature or (ii) not relevant to any Party's claims or defenses. Any document that is redacted on any of these bases must identify in the area redacted that a redaction was made. In addition, the reason for any such redaction must be stated in the document itself or on a log provided to the Receiving Party. In the event of any dispute as to the propriety of a redaction, the Parties shall follow the dispute resolution process outlined in paragraph 15 of this Protective Order.

22. Nothing contained in this Protective Order shall preclude a Party producing Confidential Information from using its own Confidential Information in any manner it sees fit.

23. Without constituting a waiver as to any claim or defense of any Party, each individual who receives Confidential Information so designated under this Protective Order agrees to submit himself/herself to the jurisdiction of this Court for the purpose of any proceedings relating to compliance with the Protective Order.

24. This Protective Order shall remain in full force and effect after the termination of this action.

25. Any Party hereto may at any time apply to the Court for permission to move to request that the Court modify this Protective Order to provide additional or different protection where it is deemed appropriate.

<p>MORRIS, NICHOLS, ARSHT &amp; TUNNELL LLP /s/ Jack B. Blumenfeld</p> <hr/> <p>Jack B. Blumenfeld (#1014) Maryellen Noreika (#3208) 1201 North Market Street P.O. Box 1347 Wilmington, DE 19899-1347 (302) 658-9200 jblumenfeld@mnat.com nmoreika@mnat.com</p> <p><i>Attorneys for The Trustees of Columbia University In the City of New York</i></p> <p>John D. Murnane Robert S. Schwartz Damien N. Dombrowski FITZPATRICK, CELLA, HARPER &amp; SCINTO 1290 Avenue of the Americas New York, NY 10104-3800 (212) 218-2100</p> <p><i>Of Counsel The Trustees of Columbia University In the City of New York</i></p>	<p>BALLARD SPAHR LLP /s/ Brittany M. Giusini</p> <hr/> <p>Beth Moskow-Schnoll (#2900) Brittany M. Giusini (#6034) 919 North Market Street 11th Floor Wilmington, DE 19801-3034 (302) 252-4465 moskowb@ballardspahr.com</p> <p><i>Attorneys for QIAGEN Sciences, LLC</i></p> <p>Robert R. Baron, Jr. Marc S. Segal Tyler R. Marandola BALLARD SPAHR LLP 1735 Market Street, 51st Floor Philadelphia, PA 19103 (215) 665-8500</p> <p><i>Of Counsel QIAGEN Sciences, LLC</i></p>	<p>ASHBY &amp; GEDDES /s/ Steven J. Balick</p> <hr/> <p>Steven J. Balick (#2114) Andrew C. Mayo (#5207) 500 Delaware Avenue 8th Floor P.O. Box 1150 Wilmington, DE 19899 (302) 654-1888 sbalick@ashbygeddes.com amayo@ashbygeddes.com</p> <p><i>Attorneys for Illumina, Inc.</i></p> <p>Edward R. Reines Derek C. Walter WEIL, GOTSHAL, &amp; MANGES LLP 201 Redwood Shores Parkway, Redwood Shores, CA 94065 (650) 802-3000</p> <p><i>Of Counsel Illumina, Inc.</i></p>
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**SO ORDERED**

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

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UNITED STATES DISTRICT JUDGE