Filed on behalf of: Janssen Biotech, Inc

Entered: May 27, 2026

UNITED STATES PATENT AND TRADEMARK OFFICE

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BEFORE THE PATENT TRIAL AND APPEAL BOARD

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ACCORD BIOPHARMA, INC., INTAS PHARMACEUTICALS LTD., AND BIO-THERA SOLUTIONS, LTD.,

Petitioner,

v.

JANSSEN BIOTECH, INC.,

Patent Owner.

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Case No. IPR2026-00256

Patent No. 11,014,982

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**PROPOSED PROTECTIVE ORDER**

# [PROPOSED] PROTECTIVE ORDER

The following Protective Order will govern the filing and treatment of confidential information in the proceeding:

## Protective Order

1. This Protective Order governs the treatment and filing of confidential information, including documents and testimony. Confidential information shall be clearly marked "PROTECTIVE ORDER MATERIAL" in accordance with paragraph 3 below.

2. Confidential information that constitutes, contains, reveals, or reflects highly sensitive trade secrets or other confidential research, development, business, proprietary or commercial information within the meaning of Fed. R. Civ. P. 26(c)(1)(G) that a party or third party considers to require a higher level of protection shall be clearly marked "HIGHLY CONFIDENTIAL – ATTORNEY EYES ONLY MATERIAL" in accordance with paragraph 3 below. Provisions of this Protective Order relating to HIGHLY CONFIDENTIAL - ATTORNEY EYES ONLY MATERIAL shall be understood to encompass any information derived from, as well as testimony and oral conversation related to, HIGHLY CONFIDENTIAL - ATTORNEY EYES ONLY MATERIAL, and all copies, excerpts, and summaries

thereof. A party may designate confidential information in accordance with the Protective Order only if such party in good faith believes that such confidential information contains "HIGHLY CONFIDENTIAL – ATTORNEY EYES ONLY MATERIAL." Notwithstanding anything to the contrary herein, the description HIGHLY CONFIDENTIAL – ATTORNEY EYES ONLY MATERIAL shall apply to all information so designated by the producing party absent an order of the Board or subsequent written agreement of the producing party providing otherwise. HIGHLY CONFIDENTIAL - ATTORNEY EYES ONLY MATERIAL does not include information that is/has been:

(A) made available to the public by the producing party by or at the time of its production hereunder;

(B) made available to the public after the time of its production through no act, or failure to act, on behalf of the receiving party, its counsel, representatives, or experts;

(C) known to such receiving party, or shown to have been independently developed by such receiving party, prior to its production herein without the use or benefit of confidential information;

(D) obtained outside of this proceeding by the receiving party from the producing party without having been designated as HIGHLY CONFIDENTIAL - ATTORNEY EYES ONLY MATERIAL; provided, however, that this provision does not negate a protective order in another action or any other pre-existing obligation of confidentiality;

(E) previously produced, disclosed, and/or provided by the producing party to the receiving party or any third party without an obligation of confidentiality; or

(F) obtained by the receiving party from a third party without an obligation of confidentiality, provided the production by the third party did not violate this Protective Order or a protective order in another action.

3. Designation of PROTECTIVE ORDER MATERIAL or HIGHLY CONFIDENTIAL – ATTORNEY EYES ONLY MATERIAL in conformity with this Protective Order requires:

(A) for information in documentary form (e.g., paper, or electronic documents, but excluding transcripts of depositions or other pretrial or trial proceedings), that the producing party affix the legend

PROTECTIVE ORDER MATERIAL or HIGHLY CONFIDENTIAL – ATTORNEY EYES ONLY MATERIAL to each page of each document that contains confidential information.

(B) for testimony given in deposition, that the designating party identify on the record all protected testimony and specify the level of protection being asserted. By right, the designating party shall have 30 days following receipt of the final transcript by outside counsel to identify the specific portions of the testimony as to which protection is sought and to specify the level of protection being asserted. Only those portions of the testimony that are appropriately designated for protection within the 30 days shall be covered by the provisions of this Protective Order. Alternatively, a designating party may specify, at the deposition or up to 30 days afterwards, that the entire transcript shall be treated as PROTECTIVE ORDER MATERIAL or HIGHLY CONFIDENTIAL – ATTORNEY EYES ONLY MATERIAL.

(C) for information produced in some form other than documentary and for any other tangible items, that the producing party affix in a prominent place on the exterior of the container or containers in which the information or item is stored, or on a slip sheet inside any such

container, the legend PROTECTIVE ORDER MATERIAL or HIGHLY CONFIDENTIAL – ATTORNEY EYES ONLY MATERIAL.

4. Information of a producing party revealed during a deposition shall be treated as HIGHLY CONFIDENTIAL – ATTORNEY EYES ONLY MATERIAL confidential information by a receiving party for thirty (30) days (as calculated by FED. R. CIV. P. 6) following receipt of the final transcript by outside counsel for the producing party, but not thereafter unless, before the 30-day period has expired, the producing party notifies outside counsel or designated inside counsel for the receiving party in writing that the confidential information set forth in the transcript is HIGHLY CONFIDENTIAL – ATTORNEY EYES ONLY confidential information. Counsel for any party also may designate the transcript or portions thereof to be HIGHLY CONFIDENTIAL – ATTORNEY EYES ONLY Discovery Material during the deposition. The appropriate legend described in paragraphs 1 and 2 shall be placed on the front of any deposition transcript (and, if recorded, any copies of the recording) containing such designated confidential information.

5. Access to confidential information marked as "PROTECTIVE ORDER MATERIAL" is limited to the following individuals who have executed the acknowledgment appended to this Protective Order:

(A) Parties. Persons who are owners of a patent involved in the proceeding and other persons who are named parties to the proceeding.

(B) Party Representatives. Representatives of record for a party in the proceeding.

(C) Experts. Retained experts of a party in the proceeding who further certify in the Acknowledgement that they are not a competitor to any party, or a consultant for, or employed by, such a competitor with respect to the subject matter of the proceeding.

(D) In-house Counsel. In-house counsel of a party.

(E) Support Personnel. Administrative assistants, clerical staff, court reporters and other support personnel of the foregoing persons who are reasonably necessary to assist those persons in the proceeding shall not be required to sign an Acknowledgement, but shall be informed of the terms and requirements of the Protective Order by the person they are supporting who receives confidential information.

6. The Office. Employees and representatives of the United States Patent and Trademark Office who have a need for access to the confidential information shall have such access without the requirement to sign an Acknowledgement. Such

employees and representatives shall include the Director, members of the Board and their clerical staff, other support personnel, court reporters, and other persons acting on behalf of the Office.

7. All PROTECTIVE ORDER MATERIAL or HIGHLY CONFIDENTIAL – ATTORNEY EYES ONLY MATERIAL produced by a party or third party may be used by the receiving party only for purposes of this proceeding. PROTECTIVE ORDER MATERIAL or HIGHLY CONFIDENTIAL – ATTORNEY EYES ONLY MATERIAL subject to this Protective Order shall not be used for any other purpose including, but not limited to, any other lawsuit; patent office proceeding; any dispute resolution proceeding not directly related to this proceeding; any petitioning, counseling, litigation, or other work involving the U.S. Food and Drug Administration ("FDA"), including any Citizens' Petition; or for any other business, proprietary, commercial, governmental, or regulatory purpose, domestic or foreign. Nothing in this Protective Order precludes a producing party from using or disseminating its own confidential information, including PROTECTIVE ORDER MATERIAL or HIGHLY CONFIDENTIAL – ATTORNEY EYES ONLY MATERIAL, for purposes other than this proceeding. Nothing in this Protective Order is intended to restrict a party from providing information to any United States government agency in connection with investigation of any crime, violation of any law or any health and safety issue.

8. All parties shall take commercially reasonable steps to prevent unauthorized access to confidential information, including when using generative artificial intelligence ("AI") tools or large language models. Without notifying and obtaining permission from the producing party, individuals or entities with access to confidential information under this Protective Order must not use confidential information in AI tools or similar applications (e.g., ChatGPT, Google Gemini, Claude, Meta LLAMA) without taking commercially reasonable efforts to ensure such tools (a) do not incorporate inputs into model weights, or otherwise inadvertently produce outputs containing identifiable parts of the confidential material, and (b) adhere to cybersecurity best practices and provide sufficient administrative controls to prevent unauthorized access.

9. Confidential information shall not be used, directly or indirectly, to train, fine-tune, or otherwise develop any machine learning or AI model except where such model is developed and used solely for this case or any related appellate proceeding. Confidential information shall not be submitted, uploaded, or otherwise provided to any AI or machine learning service—whether public, commercial, or third-party—if such submission would result in use, access, or disclosure of the confidential information in a manner inconsistent with this Protective Order. Specifically, use of any AI or machine learning service that retains data for model training, including training of public or generally available models, or that otherwise

uses or stores data in a manner inconsistent with this Protective Order is prohibited. Any models trained on confidential information must be destroyed in the same manner as confidential information.

10. If a requesting party seeks to use AI tools, outside counsel and opposing counsel have a duty to protect confidential information pursuant to ethics rules and the requirements of this Protective Order. Third-party providers may only be used if a party's third-party provider protects and segregates confidential information in a manner consistent with this order and is complying with SOC 2 and ISO 27001 data security requirements.

11. Persons or parties receiving confidential information shall use reasonable efforts to maintain the confidentiality of the information, including:

(A) Maintaining such information in a secure location to which persons not authorized to receive the information shall not have access;

(B) Otherwise using reasonable efforts to maintain the confidentiality of the information, which efforts shall be no less rigorous than those the recipient uses to maintain the confidentiality of information not received from the disclosing party;

(C) Ensuring that support personnel of the recipient who have access to the confidential information understand and abide by the obligation to maintain the confidentiality of information received that is designated as confidential; and

(D) Limiting the copying of confidential information to a reasonable number of copies needed for conduct of the proceeding and maintaining a record of the locations of such copies.

12. Persons receiving confidential information shall use the following procedures to maintain the confidentiality of the information:

(A) Documents and Information Filed With the Board.

(i) A party may file documents or information with the Board along with a Motion to Seal. The Motion to Seal should provide a non-confidential description of the nature of the confidential information that is under seal, and set forth the reasons why the information is confidential and should not be made available to the public. A party may challenge the confidentiality of the information by opposing the Motion to Seal. The documents or information shall remain under seal unless the Board determines that some or all of it does not qualify for confidential treatment.

(ii) Where confidentiality is alleged as to some but not all of the information submitted to the Board, the submitting party shall file confidential and non-confidential versions of its submission, together with a Motion to Seal the confidential version setting forth the reasons why the information redacted from the non-confidential version is confidential and should not be made available to the public. A party may challenge the confidentiality of the information by opposing the Motion to Seal. The non-confidential version of the submission shall clearly indicate the locations of information that has been redacted. The confidential version of the submission shall be filed under seal. The redacted information shall remain under seal unless the Board determines that some or all of the redacted information does not qualify for confidential treatment.

(B) Documents and Information Exchanged Among the Parties. Documents (including deposition transcripts) and other information designated as confidential that are disclosed to another party during discovery or other proceedings before the Board shall be clearly marked as "PROTECTIVE ORDER MATERIAL" or "HIGHLY CONFIDENTIAL – ATTORNEY EYES ONLY MATERIAL" in

accordance with paragraph 3 and shall be produced in a manner that maintains its confidentiality.

13. The failure by a producing party to designate confidential information as PROTECTIVE ORDER MATERIAL or HIGHLY CONFIDENTIAL – ATTORNEY EYES ONLY MATERIAL shall not be a waiver of such designation provided that the producing party that fails to make such designation informs the receiving party that such confidential information is PROTECTIVE ORDER MATERIAL or HIGHLY CONFIDENTIAL – ATTORNEY EYES ONLY MATERIAL promptly but not more than fifteen (15) days (as calculated by FED. R. CIV. P. 6) after the failure to designate first becomes known to the producing party. The failure by a producing party to designate confidential information as PROTECTIVE ORDER MATERIAL or HIGHLY CONFIDENTIAL – ATTORNEY EYES ONLY MATERIAL or redact PROTECTIVE ORDER MATERIAL or HIGHLY CONFIDENTIAL – ATTORNEY EYES ONLY MATERIAL shall not preclude the filing of a motion at a later date seeking to impose such designation or redaction or challenging the propriety thereof. The receiving party in receipt of PROTECTIVE ORDER MATERIAL or HIGHLY CONFIDENTIAL – ATTORNEY EYES ONLY MATERIAL shall not be in violation of this Protective Order for any use made of such confidential information before the receiving party is informed of the failure to designate. Once the receiving

party has been informed of the failure to designate pursuant to this paragraph, the receiving party shall take reasonable steps to either ensure that all copies of any such confidential information are returned promptly to the producing party for proper designation or ensure that all copies of any such confidential information are marked with the proper designation and distributed only as permitted under this Protective Order.

14. Not later than ninety (90) days (as calculated by FED. R. CIV. P. 6) after final disposition of this proceeding (including disposition of any appeals or petitions for review), or after the execution of a settlement agreement among all the parties finally disposing of all issues raised in this proceeding, outside counsel and all other persons having possession or control of another party's confidential information, including any briefs, motions, pleadings, expert reports, or other documents created during the course of this proceeding that contain confidential information, shall destroy such confidential information. Each party shall give written notice of such destruction to outside counsel for the producing party. However, each outside counsel and designated in-house counsel may each retain archival copies of all papers filed with the Office, expert reports, discovery responses, transcripts of testimony and exhibits, correspondence, mediation briefs, and their own work product containing such confidential information. Further, all notes, summaries, or other documents prepared by attorneys, experts, or internal or

external consultants derived from or containing confidential information shall, after the conclusion of this proceeding, be kept within the files of outside counsel and designated in-house counsel for the party creating such work product, or be destroyed. Such party, and their respective outside counsel, shall not disclose any party's confidential information contained therein to any person or entity except pursuant to a written agreement with the producing party or as otherwise provided in this Protective Order and shall maintain the safeguards set forth in paragraph 14. Not later than ninety (90) days (as calculated by FED. R. CIV. P. 6) after the final disposition of this proceeding, each party that received any confidential information shall certify in writing to each producing party that it has complied with the requirements of this paragraph. Back-up files and other difficult-to-access sources containing confidential information, such as (i) disaster recovery or business continuity backups, (ii) data stored in back-end databases critical to application operability and system-generated temporary folders, (iii) archived data with limited end-user accessibility, (iv) material that is subject to legal hold obligations or commingled with other such material, and (v) enterprise generative artificial intelligence tools with built-in retention periods, shall be exempt from the requirements of this paragraph, subject to the receiving party's continued maintenance of the safeguards set forth in paragraph 14.

15. Counsel shall exert their best efforts to identify information protected from discovery by the attorney-client privilege, the work-product doctrine, or any other applicable privilege or immunity prior to the disclosure of any such documents or material. Pursuant to Federal Rule of Evidence ("FRE") 502(d), Fed. R. Civ. P. 26(b)(5), and 28 U.S.C. § 1738, any disclosure, whether inadvertent or otherwise, of confidential information subject to any privilege or immunity shall not constitute in this or any other action a waiver or forfeiture of any attorney-client privilege, work-product immunity, or other privilege or immunity in this proceeding or in any other federal, state or foreign proceeding otherwise attaching to the confidential information and its subject matter. Under FRE 502(d) and 28 U.S.C. § 1738, this Protective Order shall be enforceable and granted full faith and credit in all other state and federal proceedings. Any subsequent conflict of law analysis shall apply the law most protective of privilege and work product.

16. The disclosure of confidential information subject to the attorney-client privilege or the work-product immunity, or any other privilege or immunity, will not waive or constitute an estoppel as to the attorney-client privilege, work-product immunity, or other privilege or immunity for such information and its subject matter in this proceeding or in any other federal or state proceeding. For example, the mere production of privileged or work-product-protected information in this proceeding as part of a production is not itself a waiver in this proceeding or in any other federal

or state proceeding. Further, neither the fact that information was produced nor the content of the information shall be used in any manner as evidence in support of any such alleged waiver. If a party has produced information subject to a claim of privilege or immunity, upon request identifying such information or in the event that a receiving party discovers a document that it believes to be privileged ("Recalled Information"), the information and all copies thereof shall be returned promptly, or a signed verification by outside counsel for a receiving party certifying that all such information and copies have been destroyed shall be provided to outside counsel for the producing party no later than ten (10) days (as calculated by FED. R. CIV. P. 6) after a request is made by the producing party or discovery is made by the receiving party, as required by FED. R. CIV. P. 26(b)(5)(B). For purposes of this Protective Order, Recalled Information that has been stored by the receiving party on a source of electronically stored information that is not reasonably accessible, such as backup storage media, is sequestered. If such data is retrieved, the receiving party must promptly take steps to delete the restored disclosed privileged information. Moreover, any notes or summaries referring to or reflecting the content of Recalled Information shall be destroyed. When a producing party or receiving party identifies such privileged or protected information, a receiving party: (1) shall not use, and shall immediately cease any prior use of, such information; (2) shall immediately take reasonable steps to retrieve the information from others to which the receiving

party disclosed the information and identify all copies of the information; (3) shall immediately, and not later than four (4) calendar days after receipt of the producing party's request, return to the producing party or destroy the privileged or protected information and destroy all copies thereof; and (4) shall confirm to the producing party the destruction or return of all copies of the privileged or protected information. Notwithstanding this provision, no party or its in-house or outside counsel shall be required to return or destroy any information that may exist on any disaster recovery backup system. No one shall use the fact or circumstances of the unintentional or inadvertent production of the information in this proceeding to argue that any privilege or protection has been waived. No later than five (5) days after the return or destruction of Recalled Information, the producing party shall provide a privilege log for the Recalled Information and no later than ten (10) days after receipt of the privilege log, a receiving party may challenge the producing party's claim(s) of privilege or immunity by making an application to the Office on the basis that: (a) the information was never privileged or protected from disclosure; or (b) any applicable privilege or immunity has been waived by some act other than production of the information in this proceeding. Any such request shall not disclose or otherwise use the content of the inadvertently produced document or information (beyond any information appearing on a privilege log) in any way. The parties expressly acknowledge that documents which were inadvertently or unintentionally

produced cannot be sequestered by a receiving party for submission to the Office. Outside counsel for the producing party and outside counsel for the receiving party shall meet and confer in accordance with applicable law or Office rules regarding any such request to compel production. The preceding sentence in no way forecloses a receiving party from requesting an in camera review by the Office of the Recalled Information.

Standard Acknowledgement of Protective Order. The following form may be used to acknowledge this Protective Order and gain access to information covered by this Protective Order:

Case No. IPR2026-00256

Patent No. 11,014,982

**Standard Acknowledgment for Access to Protective Order Material**

I _____, affirm that I have read the Protective Order; that I will abide by its terms; that I will use the confidential information only in connection with this proceeding and for no other purpose; that I will only allow access to support staff who are reasonably necessary to assist me in this proceeding; that prior to any disclosure to such support staff I informed or will inform them of the requirements of the Protective Order; that I am personally responsible for the requirements of the terms of the Protective Order and I agree to submit to the jurisdiction of the Office and the United States District Court for the Eastern District of Virginia for purposes of enforcing the terms of the Protective Order and providing remedies for its breach.

[Signature]