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**UNITED STATES DISTRICT COURT  
DISTRICT OF NEW JERSEY**

**CELGENE CORPORATION,**

**Plaintiff,**

**v.**

**BRECKENRIDGE PHARMACEUTICAL,  
INC. and NATCO PHARMA LIMITED,**

**Defendants.**

**Civil Action No. 2:20-cv-02597 (ES)(MAH)**

**(Filed Electronically)**

**STIPULATION DISMISSING NATCO PHARMA LIMITED**

Plaintiff Celgene Corporation (öCelgeneö) and Defendants Breckenridge Pharmaceutical, Inc. (öBreckenridgeö) and Natco Pharma Limited (öNatcoö) hereby stipulate, subject to approval of the Court, to dismiss the Complaint For Patent Infringement filed by Celgene against Natco in the above-captioned action (öAction,ö defined to include this action, any action that may result from case consolidation, or any lead case with which this action is associated). The Action will continue against Breckenridge. It is further stipulated that this dismissal is without prejudice and is subject to the following conditions:

1. Natco agrees to be bound by any Judgment, Order, or decision rendered against Breckenridge in this Action, or any appeal thereof, as if it was a named party in this Action.

2. In view of this stipulation, Natco need not answer or otherwise respond to the Complaint in this Action.

3. Natco and Breckenridge stipulate that Natco will provide discovery by way of responses to discovery requests served on Breckenridge seeking discovery in Natco's possession, custody or control as if Natco was a party in this Action, subject to any objections as may be made to such requests. Such responses will not excuse Breckenridge from producing discovery that originated from Natco if such materials and information are within Breckenridge's possession, custody, or control.

4. If a Natco employee is to be provided as a fact witness, the witness will be made available for deposition in the United States.<sup>1</sup> Accordingly, there will be no need for (a) service of subpoenas; or (b) for witnesses located outside the United States, adherence to the procedures of the Hague Convention, or other methods of foreign service. Breckenridge will also accept service of Fed. R. Civ. P. 30(b)(6) deposition notices containing topics directed to information that may be held by Natco, and any witness presented in response thereto, subject to any objections as may be made to such notice, shall investigate information in the possession,

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<sup>1</sup> Breckenridge and Natco note that, with the exception of the language in this paragraph 4 relating to the location for depositions of Natco fact witnesses, this stipulation tracks the stipulations previously filed in Civil Action Nos. 17-3387, 18-14715 and 19-5804. Breckenridge and Natco do not agree that, as a general matter, all fact witnesses located outside the United States should be subject to production for deposition in the United States. Nevertheless, given the Court's ruling on the issue of the location of depositions of fact witnesses in Civil Action No. 17-3387, and to avoid burdening the Court with this issue in the context of the present pandemic, Breckenridge and Natco consent to this provision in paragraph 4, albeit solely for purposes of this action. Breckenridge and Natco's consent solely for purposes of this particular action is also supported by the fact that limited, if any, discovery in this action was agreed to in the Joint Proposed Discovery Plan submitted by the parties on April 13, 2020 (ECF No. 17). As such, Breckenridge and Natco expressly reserve the right in any action other than the present action to object to any proposal that would require the production of any foreign national for deposition in the United States.

custody, or control of Natco as necessary. Natco further agrees to be bound by the resolution of discovery matters with respect to Breckenridge in this Action.

5. Breckenridge agrees that it will not assert any defense under Federal Rule of Civil Procedure 19 or otherwise assert that Natco is a necessary party.

6. Natco submits and consents to the personal jurisdiction of the District of New Jersey solely for purposes of enforcing this Stipulation and Order and to adjudicate or resolve any disputes regarding its terms, interpretation, application, or requirements.

7. The terms of this Stipulation and Order are without prejudice to any claims, defenses, or counterclaims that may be asserted in the Action, except with respect to the issue of personal jurisdiction and/or necessary parties addressed in Paragraphs 5 and 6 herein.

8. The case caption should be amended to read as follows: "Celgene Corporation v. Breckenridge Pharmaceutical, Inc., Civil Action No. 2:20-cv-02597 (ES)(MAH)," as follows:

**CELGENE CORPORATION,**

**Plaintiff,**

**v.**

**BRECKENRIDGE PHARMACEUTICAL,  
INC.,**

**Defendant.**

**Civil Action No. 2:20-cv-02597 (ES)(MAH)**

Dated: April 17, 2020

/s/ William C. Baton

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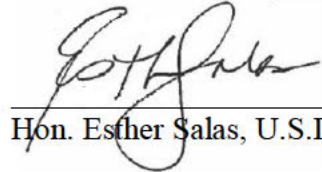
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*Attorneys for Defendants  
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**SO ORDERED** on April 20, 2020.

  
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Hon. Esther Salas, U.S.D.J.