

IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

CSL BEHRING LLC,	:	CIVIL ACTION
	:	
v.	:	No. 19-4538
	:	
JOSEPH CHIAO, et al.	:	

**ORDER**

AND NOW, this 8th day of October, 2019, upon consideration of Plaintiff CSL Behring LLC's Motion for a Temporary Restraining Order and Preliminary Injunction, and the parties' presentations at the October 7, 2019, oral argument, it is ORDERED the Motion (Document 3) is GRANTED in part insofar as Defendants Joseph Chiao and Pharming Healthcare Inc. will abide by the following restrictions until the Court decides whether to grant a preliminary injunction:<sup>1</sup>

- (a) During his employment with Pharming, Chiao shall not be involved, directly or indirectly, in the research of Hereditary Angioedema (HAE) and/or Primary Immune Deficiency (PID), or the research and development of any HAE-related and/or PID-related products at Pharming (or at any subsequent employer). Notwithstanding the restrictions in this subsection, Chiao shall be permitted to work internally on Pharming's small molecule kinase inhibitor, directed for the treatment of APDS; provided that, in doing so, Chiao shall not, directly or indirectly, contact and/or communicate with any physicians or scientists in the field of PID who are not employed by Pharming;

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<sup>1</sup> Pursuant to the Court's instructions at the October 7, 2019, hearing, the parties have worked together to agree on the restrictions in this temporary restraining order. The Court has adopted the parties' proposed language.

- (b) Chiao shall not be involved, directly or indirectly, in strategy meetings at Pharming (or at any subsequent employer) that address HAE and/or PID or address any research, development, marketing or sale of any products designed for HAE and/or PID;
- (c) Chiao shall not be involved, directly or indirectly, in the marketing or sale of HAE-related and/or PID-related products at Pharming (or at any subsequent employer);
- (d) Chiao shall return all documents, information, and material of CSL Behring (whether or not confidential, proprietary or trade secret information), including all copies, derivatives and subsets of such documents, information, and material, all media containing such information, all information residing on all system backups or temporary files, computer equipment, electronic storage devices, thumb drives, smart phones, tablets, emails, cloud storage locations, and shall not make or maintain any copies;
- (e) Chiao shall not use or disclose to anyone, including Pharming, CSL Behring's confidential or proprietary information or trade secrets, or other documents or materials belonging to CSL Behring;
- (f) Pharming shall not use or disclose to anyone, CSL Behring's confidential or proprietary information or trade secrets, or other documents or materials belonging to CSL Behring; and
- (g) Pharming shall specifically instruct its employees, including but not limited to, its V.P. of Medical Affairs and others in its medical affairs group:
  - 1. not to request from Chiao any confidential or proprietary information or trade secrets (or other materials) of CSL Behring;

2. not to use any confidential or proprietary information or trade secrets (or other materials) of CSL Behring; and
3. if they receive any confidential or proprietary information or trade secrets (or other materials) of CSL Behring, Pharming must notify CSL Behring's counsel immediately.

No bond will be posted.<sup>2</sup>

BY THE COURT:

/s/ Juan R. Sánchez  
Juan R. Sánchez, C.J.

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<sup>2</sup> The parties have agreed to waive the posting of any bond.