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22 Attorneys for Plaintiff
 23 MIRA LISA BROWN

24 UNITED STATES DISTRICT COURT
 25 EASTERN DISTRICT OF CALIFORNIA

26 MIRA LISA BROWN, an individual, on
 27 behalf of herself and all persons similarly
 28 situated,

Plaintiff,

vs.

NOVO NORDISK INC., a Delaware
 Corporation; and DOES 1 through 50,
 inclusive,

Defendant.

Case No. 2:11-CV-01702-MCE-CKD

**STIPULATED CONFIDENTIALITY
 AGREEMENT AND PROTECTIVE
 ORDER**

United States District Judge
 Morrison C. England, Jr.

1 IT IS HEREBY STIPULATED AND AGREED, by and between the parties in the above-
2 captioned matter, and by and between their undersigned counsel, that:

3 “Confidential Material” shall include the documents and other material identified as such
4 in accordance with paragraphs 3-5 below. “Confidential Material” shall be accorded the
5 protections referred to in paragraphs 6-12 of this Confidentiality Agreement and Protective Order.

6 “Action” or “this action” shall refer to the above-captioned action and to no other action.

7 1. Any party may in good faith designate as Confidential Material, and
8 subject to this Confidentiality Agreement and Protective Order, any document, information or
9 material that is either (i) produced during discovery proceedings in this action, (ii) included in an
10 order of this Court, or (iii) generated by a party in this action, including but not limited to,
11 answers to interrogatories and responses to any request for the production of documents and
12 which constitute proprietary or sensitive business, personal or personnel information or any
13 extracts or summaries thereof.

14 2. Acceptance by any party of discovery material designated as “Confidential
15 Material” shall not constitute a concession that any such discovery material is appropriately so
16 designated.

17 3. (a) All documents, information and other discovery materials shall be
18 treated as Confidential Material subject to this Confidentiality Agreement and Protective Order
19 without the need for any designation until the end of the seventh day after the date on which it
20 is/they are produced.

21 (b) Documents and other discovery materials may be designated as
22 Confidential Material (i) by affixing a legend to every page of the document at the time of
23 production, (ii) by agreement in writing between the producing and receiving parties at any time,
24 (iii) with respect to deposition testimony, in accordance with the procedures set forth in Paragraph
25 4 below, or (iv) with respect to motion papers, in accordance with the procedures set forth in
26 Paragraph 5 below. If the designation in question is disputed by the receiving party, then the
27 receiving party shall so notify the designating party in writing. The documents or discovery
28 materials in dispute shall remain Confidential Material subject to the terms of this Confidentiality

1 Agreement and Protective Order. If the parties are unable to resolve their dispute, then either
2 party may move the Court for an order approving or removing the confidential designation, and
3 the non-moving party may oppose such motion. The designated material shall be deemed
4 Confidential Material until the issue is resolved by the Court.

5 4. Any person giving deposition testimony in this action may, directly or
6 through counsel, designate his or her testimony or any portion thereof (including exhibits),
7 whether or not previously designated as Confidential Material, as Confidential Material by
8 advising the court reporter and all parties of such fact on the record during the deposition, or in
9 writing at any time up to and including the seventh day after the date of receipt of the deposition
10 transcript. Deposition testimony shall automatically be deemed to be Confidential Material
11 subject to the terms of this Confidentiality Agreement and Protective Order until the end of the
12 seventh day after the date of receipt of the deposition transcript. In addition, any party may
13 designate as Confidential Material, in accordance with the provisions of Paragraphs 3 or 4 hereof,
14 all or any part of any deposition taken in this action. All copies of deposition transcripts
15 designated as or containing Confidential Material shall be prominently marked “Confidential
16 Material” on the cover thereof. If this designation is disputed by the receiving party, then the
17 receiving party shall so notify the designating party in writing. The deposition testimony in
18 dispute shall remain Confidential Material subject to the terms of this Confidentiality Agreement
19 and Protective Order. If the parties are unable to resolve their dispute, then either party may
20 move the Court for an order approving or removing the confidential designation and the non-
21 moving party may oppose such motion. The designated material shall be deemed Confidential
22 Material until the issue is resolved by the Court.

23 5. Motion papers or other Court filings, including exhibits, that disclose
24 Confidential Material shall be the subject of a request pursuant to Eastern District Local Rule 141
25 for an order filing the Confidential Material under seal, and shall not be filed without first seeking
26 to file under seal under Local Rule 141. Nothing shall be filed under seal without a court order
27 authorizing the sealing of a particular document, or portions thereof, by the judge before whom
28 the hearing or proceeding will take place.

1 6. All Confidential Material shall be used only for the purposes of this action
2 and shall not be used for any other purpose except upon consent of the designating party or order
3 of this Court, unless the Confidential Material was obtained lawfully and independently of the
4 designating party.

5 7. Confidential Material shall be held in confidence and shall not be
6 intentionally or recklessly revealed, discussed, or disclosed in any manner, in any form, to any
7 person or entity other than:

8 (a) the receiving party's outside counsel of record in this action, as well as
9 employees of said counsel to whom it is reasonably necessary to disclose the information for this
10 litigation;

11 (b) the officers, directors, and employees (including in-house counsel) of the
12 receiving party to whom disclosure is reasonably necessary for this litigation;

13 (c) witnesses, experts, and consultants of the receiving party to whom
14 disclosure is reasonably necessary for this litigation and who have signed the "Acknowledgment
15 and Agreement to Be Bound" (Exhibit A);

16 (d) the court and its personnel;

17 (e) court reporters and their staff, professional jury or trial consultants, mock
18 jurors, and professional litigation support service vendors and their employees and subcontractors
19 (*i.e.* persons or entities that provide litigation support services such as photocopying, videotaping,
20 translating, preparing exhibits or demonstrations, and organizing, storing, or retrieving data in any
21 form or medium) to whom disclosure is reasonably necessary for this litigation and who have
22 signed the "Acknowledgment and Agreement to Be Bound" (Exhibit A);

23 (f) during their depositions, witnesses in the action to whom disclosure is
24 reasonably necessary and who have signed the "Acknowledgment and Agreement to Be Bound"
25 (Exhibit A), unless otherwise agreed by the designating party or ordered by the court. Pages of
26 transcribed deposition testimony or exhibits to depositions that reveal Confidential Material must
27 be separately bound by the court reporter and may not be disclosed to anyone except as permitted
28 under this Confidentiality Agreement and Protective Order.

1 (g) the author or recipient of a document containing the information or a
2 custodian or other person who otherwise possessed or knew the information.

3 (h) class members following the certification of any class in this action or
4 putative class members in this action, but only to the limited extent that his or her individual
5 personal information is the subject of the Confidential Material (*i.e.*, the class member or putative
6 class member may view records relating to his or her own employment, but may not view records
7 of any other class member or putative class member and, to the extent the Confidential Material
8 contains information regarding additional persons, the information regarding the additional
9 persons must be redacted before providing the Confidential Material to the class member or
10 putative class member).

11 8. Any disputes between counsel regarding the scope of Confidential Material
12 will be resolved by the Court. Upon the request of any counsel, counsel agree to meet promptly
13 to review and resolve informally issues centering on Confidential Material. If such meeting fails
14 to resolve any disputes, the parties shall promptly seek the Court's assistance. Pending the
15 Court's resolution of such issues, such material shall remain designated as Confidential Material.

16 9. Prior to the disclosure of any Confidential Material to the Plaintiff,
17 Defendant, or any individual entitled to review such information pursuant to the provisions of
18 sub-paragraphs 7(c), 7(e), 7(f), or 7(h) above, such individual shall be provided with a copy of
19 this Confidentiality Agreement and Protective Order and be instructed to read it. After such
20 person has read this Confidentiality Agreement and Protective Order, he or she shall be required
21 to sign a copy of the "Acknowledgment and Agreement to Be Bound" that is attached as Exhibit
22 A hereto. The parties agree to obtain and retain a signed copy of the Acknowledgment and
23 Agreement to Be Bound from any individual, including any nonparty deponents, to whom
24 Confidential Material is disclosed.

25 10. The inadvertent or unintentional disclosure by any party of Confidential
26 Material, regardless of whether the information was so designated at the time of the disclosure,
27 shall not be deemed a waiver in whole or in part of a party's claim of confidentiality, either as to
28 the specific information disclosed or as to any other information disclosed or as to any other

1 information relating thereto on the same or related subject matter.

2 11. Nothing contained in this Confidentiality Agreement and Protective Order
3 shall affect or restrict the rights of any party with respect to its own documents.

4 12. A producing party may notify in writing the other party that documents that
5 should have been designated Confidential Material were inadvertently produced without being so
6 designated. Upon receiving such written notice from the producing party, the receiving party
7 shall thereafter treat the documents as Confidential Material pursuant to this Confidentiality
8 Agreement and Protective Order.

9 13. Upon final termination of this action, a party producing Confidential
10 Material may request the return or destruction of all such material and of other documents
11 containing information or data from the Confidential Material, and all copies thereof made by or
12 on behalf of the receiving parties, and the receiving parties shall comply with such request within
13 thirty days unless otherwise ordered by the Court. Notwithstanding this provision, counsel are
14 entitled to retain an archival copy of all pleadings, motion papers, transcripts, legal memoranda,
15 correspondence or attorney work product, even if such materials contain Confidential Material.
16 Any such archival copies that contain or constitute Confidential Material remain subject to this
17 Confidentiality Agreement and Protective Order. Moreover, any such Confidential Material shall
18 not be used by counsel in any way in any other matter, including in any other case, action or
19 proceeding.

20 14. The provisions of this Confidentiality Agreement and Protective Order are
21 without prejudice to any application by any party at any time, on notice, for a modification or
22 dissolution of or relief from this Confidentiality Agreement and Protective Order or any provision
23 hereof.

24 15. The parties and their attorneys, and all other persons agreeing to this
25 undertaking, shall be responsible to see that the purpose and effect of this Confidentiality
26 Agreement and Protective Order is achieved.

27 16. The foregoing is entirely without prejudice to the right of any party to
28 apply to the Court for any further protective order relating to any confidential documents or

1 information; or to apply to the Court for an order compelling production of documents; or for the
2 modification or the relaxation of this Confidentiality Agreement and Protective Order.

3 17. The Court may modify this Confidentiality Agreement and Protective
4 Order in the interests of justice or public policy.

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6 Dated: November 28, 2011

MORGAN, LEWIS & BOCKIUS LLP

7
8 By /s/ Michael D. Schlemmer

9 Daryl S. Landy
10 Michael D. Schlemmer
11 Attorneys for Defendant
NOVO NORDISK INC.

12 Dated: November 28, 2011

BLUMENTHAL, NORDREHAUG & BHOWMIK

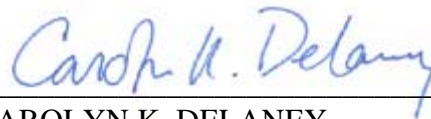
13
14 By /s/ Piya Mukherjee

15 Piya Mukherjee
16 Attorneys for Plaintiff
MIRA LISA BROWN

17
18 **ORDER**

19 PURSUANT TO STIPULATION, IT IS SO ORDERED.

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21 Dated: November 29, 2011

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23 CAROLYN K. DELANEY
24 UNITED STATES MAGISTRATE JUDGE

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ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ *[print or type full name]*, of
_____ *[print or type full address]*, declare under penalty of perjury that I
have read in its entirety and understand the Confidentiality Agreement and Protective Order that
was issued by the United States District Court for the Eastern District of California on
_____ *[date]* in the case of *Brown v. Novo Nordisk, Inc.*, Case No. 2:11-CV-
01702-MCE-CKD. I agree to comply with and to be bound by all the terms of the Confidentiality
Agreement and Protective Order, and I understand and acknowledge that failure to so comply
could expose me to sanctions and punishment in the nature of contempt. I solemnly promise that
I will not disclose in any manner any information or item that is subject to the Confidentiality
Agreement and Protective Order to any person or entity except in strict compliance with the
provisions of the Confidentiality Agreement and Protective Order.

I further agree to submit to the jurisdiction of the United States District Court for
the Eastern District of California for the purpose of enforcing the terms of the Confidentiality
Agreement and Protective Order, even if such enforcement proceedings occur after termination of
this action.

I hereby appoint _____ *[print or type full name]* of
_____ *[print or type full address and telephone number]* as my
California agent for service of process in connection with this action or any proceedings related to
enforcement of the Confidentiality Agreement and Protective Order.

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Date: _____

City and State where sworn and signed: _____

Printed name: _____
[printed name]

Signature: _____
[signature]