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12 Attorneys for Defendant  
 13 BAYER HEALTHCARE LLC

14 UNITED STATES DISTRICT COURT  
 15 NORTHERN DISTRICT OF CALIFORNIA

17 SEMHAL SIRAJ,  
 18 Plaintiff,  
 19 vs.  
 20 BAYER HEALTHCARE LLC and DOES  
 21 1 through 20,  
 22 Defendants.

Case No. C 09-00233 SI

**CONFIDENTIALITY AGREEMENT AND  
 STIPULATION AND PROTECTIVE  
 ORDER FOR PRODUCTION OF  
 DOCUMENTS**

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1 In connection with the above-captioned action, Plaintiff Semhal Siraj (“Plaintiff” or  
2 “Siraj”) and Defendant Bayer HealthCare LLC (“Defendant” or “Bayer”), collectively referred to  
3 as the “Parties,” by and through their undersigned attorneys, stipulate that the following  
4 Confidentiality Agreement and Stipulation and Protective Order may be entered by the Court:

5 1. This Confidentiality Agreement and Stipulation and Protective Order applies to the  
6 production of documents in the above-captioned action, including, but not limited to, production  
7 of Defendant’s Batch Production Records (“BPRs”).

8 2. All documents marked as “Confidential” (hereinafter referred to as “Confidential  
9 Material”), may only be used for the purposes of preparing for and conducting the litigation or  
10 settlement of the instant action and shall not be used for any other purpose whatsoever.  
11 Confidential Material shall not be disclosed except in accordance with the terms of this  
12 Confidentiality Agreement and Stipulation and Protective Order.

13 3. Confidential Material may be referred to by Plaintiff or Defendant in papers filed  
14 with the Court in the instant action and/or in discovery papers. However, no such information  
15 shall be used for any of these purposes unless the papers, or the portion thereof referencing the  
16 Confidential Material are appropriately designated as “Confidential,” and, if filed with the Court,  
17 filed under seal.

18 4. The production or disclosure of some Confidential Material shall in no way  
19 constitute a waiver of any of Defendant’s rights to object to the production or disclosure of other  
20 Confidential Material or information and shall have no effect on any other dispute over the  
21 parties’ right to apply to the Court for a further protective order relating to any other confidential  
22 material.

23 5. All copies or derivations of Confidential Material shall also be labeled  
24 “Confidential” and shall be treated as such in accordance with the terms of this Confidentiality  
25 Agreement and Stipulation and Protective Order.

26 6. If Confidential Material, or any material derived therefrom, is used at a deposition,  
27 those portions of deposition testimony must also be designated as “Confidential.” The Defendant  
28 may state during the deposition which testimony should be treated as confidential and request that

1 the Court reporter print that portion of the transcript separately and mark it “Confidential.”

2 7. Confidential Material, and all material derived therefrom, may only be disclosed or  
3 made available to Qualified Persons, who are defined to consist of:

- 4 (a) The Court and employees of the Court;
- 5 (b) Counsel to the Parties in the instant matter (both in-house and outside  
6 counsel), including clerical, secretarial and paralegal staff employed by  
7 such counsel;
- 8 (c) Experts or consultants and their staff assisting in the prosecution or defense  
9 of the instant matter, provided that they sign Exhibit A;
- 10 (d) The Parties and representatives or employees of the Parties (e.g., officers,  
11 directors, employees, trustees) on a need-to-know basis;
- 12 (e) Any person who has knowledge of the specific facts identified in the  
13 Confidential Material, provided that they sign Exhibit A;
- 14 (f) Court reporters and other persons involved in recording deposition  
15 testimony in this action by any means;
- 16 (g) Any other person to whom Defendant agrees in writing;
- 17 (h) Commercial photocopying services ordinarily used by counsel for the  
18 purposes of photocopying, if such services are deemed reasonably  
19 necessary under the circumstances; and
- 20 (i) Other witnesses when testifying or persons who a party reasonably believes  
21 may be called as a witness, provided that they sign Exhibit A.

22 8. Counsel for the parties shall take all reasonable precautions to prevent the  
23 unauthorized disclosure of Confidential Material and other confidential information derived  
24 therefrom.

25 9. The binding effect of this Protective Order shall survive termination of this action,  
26 and the Court shall retain jurisdiction to enforce the Protective Order.

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IT IS SO STIPULATED.

Dated: <sup>NOV. 17</sup>~~September~~ 17, 2009

NEVIN & ABSALOM

By *Kenneth C. Absalom*  
Kenneth C. Absalom  
Attorneys for Plaintiff  
SEMHAL SIRAJ

Dated: <sup>NOV. 10</sup>~~September~~ 10, 2009

MORGAN, LEWIS & BOCKIUS LLP

By *M. Griffith-Jones*  
Michelle A. Griffith-Jones  
Attorneys for Defendants  
BAYER HEALTHCARE LLC

IT IS SO ORDERED.

DATED: \_\_\_\_\_

*Susan Illston*  
Honorable Susan Illston  
United States District Judge

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EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, \_\_\_\_\_ [full name], of \_\_\_\_\_  
[full address], declare under penalty of perjury that I have read in its entirety and understand the Confidentiality Agreement and Stipulation and Protective Order that was issued by the United States District Court for the Northern District of California on \_\_\_\_\_ [date] in the case of *Semhal Siraj v. Bayer HealthCare LLC*, Case No. C 09-00233-SI. I agree to comply with and to be bound by all the terms of this Confidentiality Agreement and Stipulation 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 this Confidentiality Agreement and Stipulation and Protective to any person or entity except in strict compliance with the provisions of this Order.

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

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

City and State where sworn and signed: \_\_\_\_\_

Printed name: \_\_\_\_\_  
[printed name]

Signature: \_\_\_\_\_  
[signature]