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 BAYER HEALTHCARE LLC and Defendant BAYER
 6 HEALTHCARE PHARMACEUTICALS INC.

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10 Attorneys for Plaintiff & Counterdefendant
 SUMAIRA EBRAT

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11 UNITED STATES DISTRICT COURT
 12 NORTHERN DISTRICT OF CALIFORNIA

13 SUMAIRA EBRAT,)	Case No. C 11-02807 EMC
)	
14 Plaintiff,)	STIPULATION AND ORDER RE:
)	DISMISSAL OF KATHY TESDALL,
15 vs.)	BAYER PHARMACEUTICALS INC.
)	
16 BAYER HEALTHCARE LLC; BAYER)	Date: October 25, 2011
17 HEALTHCARE PHARMACEUTICALS INC.)	Time: 2:30 p.m.
and DOES 1-100,)	Place: Courtroom 5, 17 th Floor
)	
18 Defendants.)	
)	
19 BAYER HEALTHCARE LLC,)	
)	
20 Counterclaimant,)	
)	
21 vs.)	
)	
22 SUMAIRA EBRAT,)	
)	
23 Counter-defendant.)	
)	
24)	
)	
25)	

STIPULATION

1
2 The parties, defendant & counterclaimant, Bayer HealthCare LLC, and defendant Bayer
3 HealthCare Pharmaceuticals Inc. (collectively, at times, the “Bayer Entities”), on the one hand,
4 and plaintiff & counterdefendant, Sumaira Ebrat (“Ebrat”), on the other hand, through their
5 respective counsel, hereby stipulate as follows:

6 WHEREAS, in her Complaint, Ebrat identified Kathy Tesdall as a party in the body of
7 the pleading, though she did not name Ms. Tesdall in the Summons or caption of the Complaint;

8 WHEREAS, Ebrat has determined that she will not prosecute the within action against
9 Ms. Tesdall and she will stipulate to a dismissal of the action without prejudice as to Ms.
10 Tesdall;

11 WHEREAS, Ebrat named as a defendant Bayer HealthCare Pharmaceuticals Inc. in the
12 Complaint;

13 WHEREAS, the Bayer Entities represent that Ebrat was never an employee of Bayer
14 HealthCare Pharmaceuticals Inc. and that Ebrat was an employee of and terminated by Bayer
15 HealthCare LLC;

16 WHEREAS, based on these representations, Ebrat has determined to dismiss without
17 prejudice the Complaint against Bayer HealthCare Pharmaceuticals Inc.; and

18 WHEREAS, the parties have agreed that no party shall be entitled to its fees or costs by
19 virtue of the above-described dismissals;

20 WHEREFORE, the parties hereby stipulate to the dismissal without prejudice of Kathy
21 Tesdall and Bayer HealthCare Pharmaceuticals Inc. with a mutual waiver of fees and costs.

22 IT IS SO AGREED.

23 Dated: October 31, 2011

LAW OFFICE OF JEROME SCHREIBSTEIN

24
25 By: /S/
26 Jerome Schreibstein
27 Attorneys for Defendant and Counterclaimant
28 BAYER HEALTHCARE LLC, and Defendant
BAYER HEALTHCARE PHARMACEUTICALS
INC.

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Dated: October 31, 2011

MAYALL HURLEY KNUTSEN SMITH &
GREEN

By: /S/
Mark Adams
Attorneys for Plaintiff and Counterdefendant
SUMAIRA EBRAT

ORDER

BASED ON THE FOREGOING STIPULATION OF THE PARTIES AND GOOD
CAUSE OTHERWISE APPEARING, it is hereby ordered that Kathy Tesdall and Bayer
HealthCare Pharmaceuticals Inc. are dismissed without prejudice, with a mutual waiver of fees
and costs.

IT IS SO ORDERED.

Dated: 11/3/11

