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15					
16 UNITED STATES DISTRICT COURT	UNITED STATES DISTRICT COURT				
17 NORTHERN DISTRICT OF CALIFORNIA	NORTHERN DISTRICT OF CALIFORNIA				
SAN FRANCISCO/OAKLAND DIVISION					
19					
20 VIKA BOYKO,) CASE NO. 3:18-cv-00288-EMC					
21 Plaintiff, () [Related to Case Nos. 3:17-04851-EMC and) 3:17-cv-05997-EMC]					
22 v.) STIPULATION AND PROPOSED ORDER					
23 PFIZER INC., MEDIVATION, INC. 2015 24 SEVERANCE PLAN, 24 DISMISS COUNTERCLAIMS OF					
24 25 Defendants.					
25) Hearing: May 31, 2018 26) Time: 1:30 p.m.					
26) Time: 1.50 p.m.) Courtroom: 5, 17 th Floor)					
27 28 28 Complaint Filed: January 12, 2018					
²⁰					
STIPULATION AND [PROPOSED] ORDER 1 CASE NO. 3:18-CV-00288-EMC	_				
Dockets.Jus					

1 Pursuant to Northern District of California Local Rule 7-12, Plaintiff Vika Boyko ("Plaintiff") and 2 Defendants Pfizer Inc. ("Pfizer") and Medivation, Inc. 2015 Severance Plan (the "Plan") (collectively, the 3 "Parties"), and pursuant to the Affidavit of Vika Boyko attached as Exhibit 1, present the following 4 stipulations and proposed order for resolution of Plaintiff's motion to dismiss Pfizer's counterclaims (ECF 5 No. 33) as well as the counterclaims asserted by Pfizer (ECF No. 29).

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Stipulations of Plaintiff Vika Boyko

1. On February 26, 2016 I signed the Medivation Confidential Information and Invention Assignment Agreement (the "Confidentiality Agreement"), a copy of which is attached as Exhibit A to my Affidavit attached hereto as Exhibit 1. The terms of the Agreement and my affidavit are incorporated herein by reference.

2. Prior to the voluntary termination of my employment on June 15, 2017, I transferred at least 14 files marked either "Confidential" and/or "Privileged and Confidential" to my personal email account (hereafter, the "Transferred Files"). I did so solely to support my administrative claim for "Change in Control Termination" severance benefits under the Medivation, Inc. 2015 Employee Severance Plan.

16 3. I did not return any of the Transferred Files to Pfizer after I voluntarily terminated my employment. All of the documents in the Transferred Files have been produced to Defendants as part of 18 the Administrative Record compiled by Plaintiff and Plaintiff's Counsel.

4. I understand and stipulate that my attorney and I will return or destroy the Transferred Files 20 following final disposition of this action, as required by Paragraph 13 of the Stipulated Protective Order. (ECF No. 24).

22 5. I have knowingly and willingly authorized my counsel of record to execute the Stipulation 23 and Order associated, and I stipulate and consent to the terms thereof.

24 6. I declared in my Affidavit under penalty of perjury, under the laws of the United States of 25 America and the State of California, that

> a. Defendants' dismissal, without prejudice, of Pfizer's Counterclaims in this litigation is in reliance upon my Affidavit and this Stipulation as well as my continued compliance therewith, and

> > 2

1	b. Inaccuracy in and/or failure to comply by me or my counsel with my affirmations, and/or		
2	the Court's Order below issued pursuant to the attached Affidavit, shall be redressable by		
3	reinstatement of the Counterclaims, or via the Court's contempt authority or other		
4	appropriate judicial powers, including with respect to alleged actions or omissions that		
5	violate or are otherwise in conflict with the affirmations, and/or the Court's Order issued		
6	pursuant to the attached Affidavits, after the termination of the instant lawsuit.		
7	B) Stipulations of Daniel Feinberg, Plaintiff's Counsel of Record		
8	1. I am informed that on February 26, 2016, Plaintiff signed the Confidentiality Agreement.		
9	2. I received certain electronic files from Plaintiff solely for purposes of her claim and appea		
10	for "Change in Control Termination" severance benefits under the Plan.		
11	3. Except for documents that have been filed under seal in this action, I have not provided		
12	copies of any of the Transferred Files to any person or entity other than Defendants, Defendants' counsel		
13	and persons within the law firm of Feinberg, Jackson, Worthman & Wasow LLP.		
14	4. I understand and stipulate that my firm will return or destroy the Transferred Files		
15	following final disposition of this action, as required by Paragraph 13 of the Stipulated Protective Order.		
16	(ECF No. 24).		
17	5. My firm will retain a copy of all documents in the public record docket for this action.		
18	6. Plaintiff has expressly represented to me that she understands the terms of the Stipulation		
19	and Order and her Affidavit and has knowingly and willingly authorized me to execute said Stipulation		
20	and Order as her counsel of record.		
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	STIPULATION AND [PROPOSED] ORDER 3 CASE NO. 3:18-CV-00288-EMC		

1	C) Stipulations of Pfizer Inc. and Medivation, Inc. 2015 Severance Plan:					
2	Based upon the above stipulations by Plaintiff and Plaintiff's counsel, and Plaintiff's Affidavit,					
3	Defendant Pfizer stipulates to the dismissal, without prejudice, of Pfizer's Counterclaims associated with					
4	Defendants' Answer (ECF No. 29).					
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6	IT IS SO STIPULATED.					
7 8	Dated: May 10, 2018 FEINBERG, JACKSON, WORTHMAN & WASOW LLP					
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10	By: <u>s/Daniel M. Feinberg</u>					
11	Daniel M. Feinberg Attorneys for Plaintiff VIKA BOYKO					
12	Dated: May 10, 2018 JACKSON LEWIS P.C.					
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14	By: <u>s/Rassa L. Ahmadi</u>					
15	Rassa L. Ahmadi Attorneys for Defendants PFIZER INC. and MEDIVATION, INC. 2015					
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	STIPULATION AND [PROPOSED] ORDER 4 CASE NO. 3:18-CV-00288-EMC					

1	ORDER				
2	The Parties having so stipulated and good cause appearing, it is hereby ORDERED as follows:				
3	1.	Defendant Pfizer's Counterclaims asserted with Defendants' Amended Answer (ECF No.			
4	29) are dismissed, without prejudice.				
5	2.	Plaintiff's motion to dismiss Defendant Pfizer's Counterclaims (ECF No. 33) is dismissed			
6	as moot.				
7	3.	It is further ordered that each of the affirmations above, as well as those in Plaintiff's			
8	Affidavit, ar	re enforceable as binding stipulations. Failure of Plaintiff or her counsel to comply therewith			
9	shall be redressable by reinstatement of Pfizer's Counterclaims, or via the Court's contempt authority or				
10	other appropriate judicial powers, including with respect to alleged actions or omissions that violate or are				
11	otherwise in conflict with the above stipulations, and/or the Court's Stipulation and Order issued pursuant				
12	to Plaintiff's Affidavit, after the termination of the instant lawsuit.				
13	IT IS SO ORDERED.				
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15 16	Dated:	5/14/18 Edward M Edward M IT IS SO ORDERED			
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18		Z Judge Edward M. Chen			
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	STIPULAT	TION AND [PROPOSED] ORDER 5 CASE NO. 3:18-CV-00288-EMC			