

UNITED STATES DISTRICT COURT  
DISTRICT OF NEW JERSEY

INTRA-CELLULAR THERAPIES,  
INC.,

Plaintiff,

v.

AUROBINDO PHARMA LTD., *et al.*,

Defendants.

Civ. No. 24-4264 (MAS)(JBD)  
(Consolidated)

**ORDER**

Before the Court are several unopposed motions to seal filed by defendant Alkem Laboratories Ltd. (“Alkem”)<sup>1</sup> and defendants Zydus Pharmaceuticals (USA) Inc. and Zydus Lifesciences Limited (collectively, “Zydus”), respectively, pursuant to Local Civil Rule 5.3(c). [Dkts. 246, 270, 280, 282, 309.] The Court has carefully considered the parties’ submissions and proposed redactions, the factors contained in Local Civil Rule 5.3(c)(3), and applicable law. For the reasons set forth below, the Court grants in part and denies in part the motions to seal filed at Dkts. 246, 270, and 280, and grants in full the motions to seal filed at Dkts. 282 and 309.

**I. LEGAL STANDARDS**

It is “well-settled that there exists, in both criminal and civil cases, a common law public right of access to judicial proceedings and records.” *In re Cendant Corp.*, 260 F.3d 183, 192 (3d Cir. 2001) (citations omitted) (quotation omitted). Accordingly, to overcome the presumptive right of public access, a litigant seeking to seal judicial

---

<sup>1</sup> Alkem has since been dismissed from this action. [Dkts. 288, 289.]

records must demonstrate “good cause.” *Securimetrics, Inc. v. Iridian Techs., Inc.*, Civ. No. 03-4394 (RBK), 2006 WL 827889, at \*2 (D.N.J. Mar. 30, 2006). Good cause exists when a party makes a “particularized showing that disclosure will cause a clearly defined and serious injury to the party seeking closure.” *Pansy v. Borough of Stroudsburg*, 23 F.3d 772, 786 (3d Cir. 1994) (quotation omitted).

This standard for sealing has been incorporated into Local Civil Rule 5.3(c), which requires motions to seal to explain (a) the nature of the materials at issue; (b) the legitimate private or public interest that warrants the relief sought; (c) the clearly defined and serious injury that would result if the relief sought is not granted; (d) why a less restrictive alternative is not available; and (e) any prior order sealing the same materials in the pending action. L. Civ. R. 5.3(c)(3).

## II. DISCUSSION

Five motions to seal are before the Court:

1. Alkem’s motion to seal portions of the discovery dispute letter filed at Dkt. 230 (the “December 17 Letter”). [Dkt. 246.]
2. Zydus’s motion to seal portions of the discovery dispute letter filed at Dkt. 238 (the “January 2 Letter”), and to seal in their entirety Exhibits 1-15 and 17-18 to the letter. [Dkt. 270.]
3. Alkem’s motion to seal portions of the discovery dispute letter filed at Dkt. 254 (the “February 3 Letter”) and Exhibits 1 and 11 to that letter, to seal in their entirety Exhibits 13 and 14 to the letter, and to seal portions of Exhibit D to the Declaration of George J. Barry III, Esq. filed in support of Alkem’s responsive discovery dispute letter filed on February 11, 2026 (the “Barry Declaration”) at Dkt. 262-4. [Dkt. 280.]<sup>2</sup>

---

<sup>2</sup> Alkem’s motion also appears to contemplate proposed redactions to the materials filed at Dkts. 233, 255, and 261. But the index filed in support of the motion does not include any reference to these materials, and they were filed in unredacted form on the docket by Alkem. *See* [Dkts. 275, 277, 278]. Accordingly, the Court does not address these materials in its analysis below.

4. Zydus's motion to seal portions of the joint status letter filed at Dkt. 258 (the "February 6 Letter") and the proposed amended schedule attached to the letter. [Dkt. 282.]
5. Zydus's motion to seal portions of the parties' scheduling dispute letter filed at Dkt. 307 (the "May 21 Letter"), Exhibit 4 to that letter, and the proposed amended scheduling Order attached to that letter, and to seal in their entirety Exhibits 2 and 3 to the letter. [Dkt.309].

The Court addresses each motion in turn.

**A. Alkem's Motion to Seal the December 17 Letter**

In its first motion to seal, Alkem seeks to seal portions of the December 17 Letter. [Dkt. 246.] Specifically, Alkem seeks to seal all references to certain management changes within its business, which, at the time of the motion, Alkem contended had not yet been made public, and would cause competitive and/or financial harm to Alkem if revealed. *Id.* On the Court's review, it appears that one of the management changes has since been made public. Indeed, the fact that Alkem had installed a new head of intellectual property (Shradha Saraf) in late 2025 was revealed in that individual's publicly filed declaration regarding the discovery dispute at issue in the December 17 Letter. [Dkt. 249.] Moreover, as of the date of this Order, Ms. Saraf's new position appears in her public LinkedIn profile. Once information has been publicly disseminated, it cannot be sealed. *See, e.g., C.G.B. v. Lucia*, Civ. No. 15-3401 (LDW), 2018 WL 6705684, at \*2 (D.N.J. Dec. 19, 2018); *Janssen Prods., L.P. v. Lupin Ltd.*, Civ. No. 10-05954 (WHW), 2014 WL 956086, at \*3 (D.N.J. Mar. 12, 2014). Accordingly, Alkem's proposed redactions to the fact that

it installed a new head of intellectual property are not warranted. The Court denies the motion to seal to the extent it seeks to seal that specific information.

On the other hand, it does not appear that the other management change Alkem seeks to seal has been publicized. The Court finds that (i) Alkem has a legitimate privacy interest in the aforementioned business information that warrants partial sealing of the December 17 Letter; (ii) that disclosure of this information would cause competitive and/or financial harm to Alkem; and (iii) that any less restrictive alternative to Alkem's narrowly tailored redactions would result in disclosure that would harm Alkem's business. The Court will therefore grant the motion to seal [Dkt. 246] to the extent it seeks to keep this management change redacted. *See, e.g., Overton v. Sanofi-Aventis U.S., LLC*, Civ. No. 13-05535 (DEA), 2014 WL 1554718, at \*2 (D.N.J. Apr. 9, 2014) (“[C]ourts have consistently recognized that publicly exposing a party’s business information might harm that party’s competitive standing, and that very possibility of such harm is sufficient to warrant the sealing of documents.” (citations omitted)). Alkem shall file revised redactions to the December 17 Letter consistent with the foregoing no later than **June 26, 2026**.

**B. Zydus’s Motion to Seal the January 2 Letter and Exhibits**

In Zydus’s second motion to seal, it seeks to seal portions of the January 2 Letter and to seal in their entirety Exhibits 1-15 and 17-18 attached to that letter. [Dkt. 270.] In the first instance, the Court finds that the information contained in Exhibits 3-5, 7-10, 13-15, and 18 to the January 2 Letter warrants sealing those Exhibits in their entirety. Specifically, the Court finds that the materials consist of confidential information related to Zydus’s Abbreviated New Drug Application

(“ANDA”) product and business strategies; that Zydus has a legitimate privacy interest in preventing the disclosure of that information to competitors; that Zydus would be competitively harmed if that information is made publicly available; and that anything short of sealing the Exhibits in full would not be sufficient to protect the confidential material contained in the aforementioned Exhibits. Accordingly, the Court will grant the motion to seal as it relates to Exhibits 3-5, 7-10, 13-15, and 18 to the January 2 Letter. *See, e.g., Boehringer Ingelheim Pharma GmbH & Co. KG v. Mylan Pharm. Inc.*, Civ. No. 14-4727 (NLH), 2015 WL 4715307, at \*2 (D.N.J. Aug. 7, 2015) (granting motion to seal portions of documents containing “highly proprietary business information regarding the development, formulation, manufacture[,] and sale of [a party’s] [ANDA] products”); *Depomed, Inc. v. Purdue Pharma L.P.*, Civ. No. 13-571 (TJB), 2017 WL 27460, at \*1-3 (D.N.J. Jan. 3, 2017) (sealing information regarding confidential manufacturing, research, and development processes as well as internal documents, such as laboratory notebooks).

For the same reasons, the Court also concludes that many of Zydus’s proposed redactions to the January 2 Letter itself are appropriate. But there are several categories of information that Zydus seeks to seal in the Letter that, on the Court’s review, do not appear to warrant sealing. In short, the proposed redactions to the January 2 Letter appear overbroad.

First, Zydus seeks to seal all references to the identity of one of its Rule 30(b)(6) representatives. The Court finds that Zydus has not, at least not yet, demonstrated that it has a legitimate interest in protecting the name of this witness,

“as such information is routinely made public in litigation” and “there is no clearly defined injury that would result if sealing is not granted.” *Roofers Pension Fund v. Papa*, Civ. No. 16-2805 (LDW), 2019 WL 13548472, at \*1 (D.N.J. July 23, 2019) (denying party’s request to seal the names of Rule 30(b)(6) representatives).

Second, Zydus seeks to redact from the January 2 Letter all references to its Drug Master File (“DMF”) numbers, several report numbers, and Active Pharmaceutical Ingredient (“API”) batch numbers. It is unclear to the Court why or how the numbers alone are confidential information that warrants sealing, and Zydus does not give any explanation. At this juncture, Zydus has not made a “particularized showing that disclosure [of this information] will cause a clearly defined and serious injury to the party seeking closure.” *Pansy*, 23 F.3d at 786 (quotation omitted); *see also* L. Civ. R. 5.3(c)(3).

Finally, there are several instances in which Zydus proposes redactions to the January 2 Letter on the basis that the information consists of “[h]ighly confidential, competitive, and non-public information regarding Zydus’s ANDA product, including business strategies and other business information of Zydus.” [Dkt. 270-2] *passim*. But some of the material that Zydus seeks to seal appears entirely unrelated to Zydus’s product or business, and does not otherwise appear to be confidential or sensitive.<sup>3</sup> More specifically, there are several instances in which Zydus seeks to

---

<sup>3</sup> The Court notes that Zydus provided the exact same basis for sealing all of the information included in its motion, regardless of the actual nature of the information at issue. The party seeking sealing “bears the burden of showing that the material is the kind of information that courts will protect,” *In re Cendant Corp.*, 260 F.3d at 194, and to meet that burden, the party must make a “*particularized* showing that

seal general information regarding its objections to the scope of certain 30(b)(6) topics and their resulting deposition preparation, and not competitive, non-public information concerning Zydus's ANDA product or business. The Court concludes that Zydus has not met its burden of demonstrating that it has a legitimate interest in protecting the following information because it does not appear to be confidential or competitive, or that a clearly defined injury would result from disclosure:

- Page 5, paragraph 2, beginning after “that it would not” and continuing until before “Ex. 7”;
- Page 8, paragraph 1, beginning after “Indeed, Zydus and its counsel” and continuing until before “*See supra* Section I.A.1”;
- Page 9, paragraph 3, beginning after “Instead, Zydus took the position that” and continuing until before “*See, e.g.,* Ex. 2”; and
- Page 11, paragraph 1, beginning after “confused by the debate” and continuing until before “by no means supports.”

[Dkt. 270-2] at 19, 32, 39, 55.

The Court, accordingly, denies without prejudice Zydus's motion to the extent that it seeks to seal in the January 2 Letter references to (1) its Rule 30(b)(6) representative; (2) its DMF numbers, report numbers, and API batch numbers; and (3) the specific passages identified above, all of which do not appear to be “[h]ighly confidential, competitive, and non-public information regarding Zydus's ANDA

---

disclosure will cause a clearly defined and serious injury to the party seeking closure.” *Pansy*, 23 F.3d at 786 (quotation omitted) (emphasis added). The Court will not deny the motion based on Zydus's boilerplate explanations on this ground alone, but counsel are advised that similar deficiencies in future motions to seal may result in summary denial.

product.” *Id.* If it wishes, Zydus may file a renewed motion to seal this information, but it must provide specific and particularized justification for its request.

The Court will also deny Zydus’s motion to the extent that it seeks to seal Exhibits 1-2, 6, 11-12, and 17 to the January 2 Letter in their entirety. Although these Exhibits do contain some confidential information, the Court is not persuaded that these documents must be sealed *in toto*; these Exhibits clearly contain portions that do not warrant redaction. Accordingly, the Court concludes that sealing these Exhibits in their entirety is not the “least restrictive alternative,” L. Civ. R. 5.3(c), and the Court will deny Zydus’s motion to seal these documents without prejudice. *See CDK Glob., LLC v. Tulley Auto. Grp., Inc.*, Civ. No. 15-3103 (JBC), 2016 WL 11795310, at \*2 (D.N.J. July 28, 2016) (denying motion to seal where party “failed to demonstrate” that the Exhibit at issue was “confidential in its entirety” and holding that “the burden placed on [the party] in reviewing [the Exhibit] in submitting proposed redactions does not negate the requirement of L. Civ. R. 5.3(c)(2)(d) that the relief sought by a motion to seal is the least restrictive alternative.”). Zydus may file a renewed motion to seal portions of the January 2 Letter and Exhibits 1-2, 6, 11-12, and 17 thereto that meet the requirements of Local Civil Rule 5.3(c) no later than **July 13, 2026**.

**C. Alkem’s Motion to Seal the February 3 Letter and Exhibits and Exhibit D to the Barry Declaration**

Alkem’s third motion to seal seeks to redact portions of the February 3 Letter and Exhibits 1 and 11 thereto, to seal in their entirety Exhibits 13 and 14 to the February 3 Letter, and to seal portions of Exhibit D to the Barry Declaration.

[Dkt. 280.] Alkem’s proposed redactions to Exhibits 1, 11, 13, and 14 to the February 3 Letter and Exhibit D to the Barry Declaration consist of Alkem’s confidential and sensitive business information, including information concerning the development and formulation of its ANDA product. The Court thus concludes that there is good cause for sealing under Local Civil Rule 5.3(c) and applicable case law. *See Boehringer*, 2015 WL 4715307 at \*2; *Depomed*, 2017 WL 27460, at \*1-3.

Specifically, the Court finds that (i) the proposed redactions consist of information that is confidential and sensitive in nature that pertains to, among other things, details of Alkem’s ANDA development process and the formulation of its ANDA product; (ii) Alkem has a legitimate interest in maintaining the confidentiality of its non-public, proprietary business and commercial information; (iii) revealing to the public the sensitive, confidential, and competitive information in Exhibits 1, 11, 13, and 14 to the February 3 Letter and Exhibit D to the Barry Declaration could result in serious commercial injury to Alkem; and (iv) the redactions are narrowly tailored to Alkem’s confidential and proprietary business information. Accordingly, the Court grants Alkem’s motion to seal to the extent it seeks to seal portions of Exhibits 1 and 11 to the February 3 Letter and Exhibit D to the Barry Declaration, and all of Exhibits 13 and 14 to the February 3 Letter.

The Court denies the motion to seal, however, as it relates to Alkem’s proposed redactions to the February 3 Letter itself. Alkem’s only proposed redactions to the Letter concern a paragraph generically summarizing the discovery dispute. Alkem asserts that this information must be sealed “because it contains or

refers to [Alkem]’s nonpublic and proprietary highly sensitive competitive business information.” [Dkt. 280-2] at 2. On the Court’s review, however, there does not appear to be anything sensitive or confidential in Alkem’s general description of the dispute (particularly given that Alkem does not seek to redact the bulk of the Letter, which discusses the dispute in more specific terms), and it certainly does not give away any “competitive business information.” *Id.* The Court thus concludes that Alkem has not demonstrated “good cause” to seal this information. *Securimetrics*, 2006 WL 827889, at \*2; L. Civ. R. 5.2(c)(3). The February 3 Letter will be unsealed in its entirety.

**D. Zydus’s Motion to Seal the February 6 Letter and the Proposed Amended Schedule**

In the fourth motion to seal, Zydus seeks to seal portions of the February 6 Letter and the proposed amended schedule attached thereto. [Dkt. 282.] In particular, Zydus seeks to seal information regarding factors affecting the potential launch timeline of its product, which Zydus asserts constitutes highly sensitive competitive business information that, if revealed, could be used to Zydus’s detriment by its competitors. *Id.* The Court concludes that Zydus has a legitimate privacy interest in that business information that warrants partial sealing of the February 6 Letter and agrees with Zydus that disclosure of this information would cause significant competitive and/or financial harm to its business. The Court further concludes that any less restrictive alternative to Zydus’s narrowly tailored redactions would result in disclosure that would harm its business. Accordingly, the

Court will grant the motion to seal [Dkt. 282] in its entirety. *See Overton*, 2014 WL 1554718, at \*2; *Boehringer*, 2015 WL 4715307 at \*2.

**E. Zydus's Motion to Seal the May 21 Letter, Exhibits, and the Proposed Amended Scheduling Order**

In the fifth and final motion to seal, Zydus seeks to redact portions of the May 21 Letter and portions of Exhibit 4 and the proposed amended scheduling Order attached to that letter, and to seal in their entirety Exhibits 2 and 3 to the letter. [Dkt. 309.] On the Court's review, Zydus's proposed redactions are limited to confidential and sensitive product information relating to Zydus's ANDA product, as well as sensitive competitive business information regarding the potential launch timeline of its product that, if revealed, could be used to Zydus's detriment. *Id.* Moreover, the Court concludes that Zydus has a legitimate interest in protecting the business and product information contained in the May 21 Letter and Exhibits 2-4 and the proposed amended schedule attached thereto, and agrees with Zydus that disclosure of this information would cause significant competitive and/or financial harm to its business. *See Overton*, 2014 WL 1554718, at \*2; *Boehringer*, 2015 WL 4715307 at \*2; [Dkt. 309]. The Court further concludes that any less restrictive alternative to Zydus's proposed redactions, including its proposal to seal Exhibits 2 and 3 in their entirety, would reveal sensitive information about Zydus's ANDA product and business strategies. *See, e.g., Goldenberg v. Indel, Inc.*, Civ. No. 09-5202 (JBS), 2012 WL 15909, at \*4 (D.N.J. Jan. 3, 2012) (explaining that redaction is not a viable alternative where a document is sensitive as a whole). Accordingly, the Court will grant the motion to seal [Dkt. 309] in its entirety.

**III. CONCLUSION**

For the reasons set forth above, and for good cause shown,

**IT IS** on this 12th day of June, 2026,

**ORDERED** that the motion to seal filed at Dkt. 246 is GRANTED in part and DENIED in part as discussed herein; and it is further

**ORDERED** that the motion to seal filed at Dkt. 270 is GRANTED in part and DENIED in part, without prejudice, as discussed herein; and it is further

**ORDERED** that the motion to seal filed at Dkt. 280 is GRANTED in part and DENIED in part as discussed herein; and it is further

**ORDERED** that the motion to seal filed at Dkt. 282 is GRANTED; and it is further

**ORDERED** that the motion to seal filed at Dkt. 309 is GRANTED; and it is further

**ORDERED** that the Clerk shall PERMANENTLY SEAL the documents filed at Dkts. 230; 238; 238-3 through 238-5; 238-7 through 238-15; 238-18; 238-19; 254-1; 254-11; 254-13; 254-14; 258; 258-1; 262-4; 307; 307-2 through 307-4; and 307-10; and it is further

**ORDERED** that, on or before **June 26, 2026**, Alkem shall file the December 17 Letter with redactions consistent with this Order; and it is further

**ORDERED** that the Clerk shall UNSEAL the dispute letter filed at Dkt. 254; and it is further

**ORDERED** that, on or before **July 13, 2026**, Zydus may file a renewed motion to seal portions of the January 2 Letter and Exhibits 1-2, 6, 11-12, and 17 thereto; and it is further

**ORDERED** that Dkts. 238-1; 238-2; 238-6; 238-11; 238-12; and 238-17 shall remain under temporary seal pending the filing and adjudication of any renewed motion to seal. If no such motion is filed, the documents will be unsealed; and it is further

**ORDERED** that nothing herein shall constitute a ruling concerning future requests to seal.



J. BRENDAN DAY  
UNITED STATES MAGISTRATE JUDGE