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NOTE CHANGES MADE BY THE COURT.

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA
WESTERN DIVISION

SPEARS MANUFACTURING CO., a
California corporation,

Plaintiff and
Counter-Defendant,

v.

CHARLOTTE PIPE AND FOUNDRY
COMPANY, a North Carolina
corporation,

Defendant and
Counterclaimant.

CASE NO.: 14-cv-7758-RSWL-PLA

Hon. Ronald S.W. Lew

~~[PROPOSED]~~ STIPULATED
PROTECTIVE ORDER

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1 **I. PURPOSE AND LIMITATIONS**

2 1. The parties to the above-captioned action believe that good cause exists
3 for the entry of this Stipulated Protective Order because they are competitors in the
4 marketplace and because disclosure and discovery activity in this action are likely to
5 involve production of confidential, proprietary, or private information for which
6 special protection from public disclosure and from use for any purpose other than
7 prosecuting this litigation may be warranted. Accordingly, Plaintiff and Counter-
8 Defendant Spears Manufacturing Co. (“Plaintiff” or “Spears”) and Defendant and
9 Counterclaimant Charlotte Pipe and Foundry Company (“Defendant” or “Charlotte
10 Pipe”) (collectively, the “Parties”) hereby stipulate to and petition the Court to enter
11 this Stipulated Protective Order.

12 2. The Parties acknowledge that this Stipulated Protective Order does not
13 confer blanket protections on all disclosures or responses to discovery and that the
14 protection it affords from public disclosure and use extends only to the limited
15 information or items that are entitled to confidential treatment under the applicable
16 legal principles. The Parties further acknowledge that this Stipulated Protective Order
17 does not entitle them to file confidential information under seal; Civil Local Rule 79-
18 5 sets forth the procedures that must be followed and the standards that will be
19 applied when a party seeks permission from the court to file material under seal.

20 **II. DEFINITIONS**

21 3. “This Action” shall refer to the above captioned lawsuit, styled as *Spears*
22 *Manufacturing Co. v. Charlotte Pipe and Foundry Company*, Case No. 14-cv-7758-
23 RSWL-PLA (C.D. Cal.).

24 4. “Party” shall refer to any party to This Action, including all of its
25 officers, directors, and employees.

26 5. “Outside Counsel” shall refer to any attorneys who are counsel of record
27 in this action and their support staff.

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1 6. “Non-Party” shall refer to any natural person, partnership, corporation,
2 association, or other legal entity not named as a Party to This Action.

3 7. “Expert” shall refer to any person who (1) has been retained by a Party
4 or its counsel to serve as an expert witness or as a consultant in This Action, (2) is not
5 a current employee of a Party or a current employee of a Party’s competitor, and (3)
6 at the time of retention, is not anticipated to become an employee of a Party or of a
7 Party’s competitor.

8 8. “Professional Vendor” shall refer to any person or entity that provide
9 litigation support services, *e.g.* photocopying, videotaping, translating, preparing
10 exhibits or demonstrations, and organizing, storing, or retrieving data in any form or
11 medium, and their employees and subcontractors.

12 9. “Challenging Party” shall refer to a Party or Non-Party that challenges
13 the designation of information or items under this Order.

14 10. “Protected Material” means any information designated, in proper
15 accordance with this Protective Order, as “Confidential” or “Highly Confidential –
16 Attorneys’ Eyes Only.”

17 11. “Discovery Material” means all items or information, including items or
18 information from a Non-Party, regardless of the medium or manner generated, stored,
19 or maintained (including testimony, transcripts, or tangible things), that are produced,
20 disclosed, or generated in connection with discovery in this matter, including
21 documents, deposition testimony, or discovery responses.

22 12. “Producing Party” shall refer to any Party to This Action, or to any Non-
23 Party, who discloses, testifies about, produces, or makes available for inspection any
24 Protected Material.

25 13. “Receiving Party” shall refer to any Party to This Action who receives
26 Protected Material from a Producing Party, whether in response to a particular
27 discovery request, obligation imposed by the Federal Rules of Civil Procedure, or
28 other orders of the Court.

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1 14. “Confidential” information or items shall mean and include any
2 document, thing, deposition testimony, interrogatory response, response to requests
3 for admissions and requests for production, disclosure pursuant to Federal Rule of
4 Civil Procedure 26, or other information provided in discovery, settlement
5 communications, negotiations, or in any other manner in This Action, which contains
6 information that is non-public, confidential, and/or proprietary, whether personal,
7 such as information regarding employees’ personal and employment information
8 including without limitation social security numbers and personal bank account
9 numbers, or business related, such as information that constitutes, reflects, or
10 concerns trade secrets, know-how or proprietary data, business, financial, or
11 commercial information, the disclosure of which is likely to cause harm to the
12 competitive position of the party making the confidentiality designation, including for
13 example non-public customer lists, past product development, past business/strategic
14 plans, past sales projections, past marketing plans, and non-public contracts. Certain
15 limited types of “Confidential” information may be further designated, as defined and
16 detailed below, as “Highly Confidential – Attorneys’ Eyes Only.”

17 15. “Highly Confidential – Attorneys’ Eyes Only” shall mean extremely
18 sensitive Confidential information or items, disclosure of which to another party
19 would create a substantial risk of serious harm that could not be avoided by less
20 restrictive means. This type of information and items includes, without limitation,
21 pending patent applications, products currently in development and not yet
22 commercially released, technical specifications, documents regarding the design or
23 development of the accused products or systems, current business or strategic plans,
24 future sales or financial projections, future marketing plans, detailed sales and
25 financial data, or other highly sensitive, proprietary, competitive, or financial
26 information.

27 16. “Final Disposition” shall be deemed to be the later of (1) dismissal of all
28 claims and defenses in This Action, with or without prejudice; and (2) final judgment

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1 herein after the completion and exhaustion of all appeals, rehearings, remands, trials,
2 or reviews of This Action, including the time limits for filing any motions or
3 applications for extension of time pursuant to applicable law.

4 **III. SCOPE**

5 17. The protections conferred by this Protective Order cover not only
6 Protected Material, as defined above, but also (a) any information copied or extracted
7 from Protected Material; (b) all copies, excerpts, summaries, or compilations of
8 Protected Material; and (c) any testimony, conversations, or presentations by Parties
9 or their Counsel that might reveal Protected Material.

10 18. The protections conferred by this Protective Order do not cover the
11 following: (a) any information that is in the public domain at the time of disclosure to
12 a Receiving Party or becomes part of the public domain after its disclosure to a
13 Receiving Party as a result of publication not involving a violation of this Order,
14 including information becoming part of the public record through trial or otherwise;
15 and (b) any information known to the Receiving Party prior to the disclosure or
16 obtained by the Receiving Party after the disclosure from a source who obtained the
17 information lawfully and under no obligation of confidentiality to the Designating
18 Party.

19 19. Any use of Protected Material at trial shall be governed by a separate
20 agreement or order.

21 **IV. DURATION**

22 20. This Stipulated Protective Order shall become effective, as a stipulation
23 between the Parties, immediately upon the filing of the motion to enter the stipulated
24 protective order, notwithstanding the pendency of approval by the Court, and the
25 Parties shall treat any Protected Material produced before court approval as provided
26 herein. In the event the Court modifies this stipulated Protective Order, the terms of
27 the modified Protective Order shall become effective with respect to all Protected
28 Material regardless of when it was produced.

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1 21. Even after Final Disposition of This Action, the confidentiality
2 obligations imposed by this Protective Order shall remain in effect until a Designating
3 Party agrees otherwise in writing, a court order otherwise directs, or the
4 confidentiality obligations expire pursuant to this Protective Order.

5 **V. DESIGNATING PROTECTED MATERIAL**

6 22. Mistaken Designation Must Be Promptly Withdrawn. If it comes to a
7 Designating Party's attention that information or items that it designated for
8 protection do not qualify for protection at all or do not qualify for the level of
9 protection initially asserted, that Designating Party must promptly notify all other
10 parties that it is withdrawing the mistaken designation.

11 23. Manner and Timing of Designations. Except as otherwise provided in
12 this Protective Order, or as otherwise stipulated or ordered, Discovery Material that
13 qualifies for protection under this Order must be clearly so designated before the
14 material is disclosed or produced.

15 (a) For information in documentary form (e.g., paper or electronic
16 documents, but excluding transcripts of depositions, pretrial proceedings, or
17 trial proceedings). This Protective Order requires that the Producing Party
18 affix the legend "Confidential" or "Highly Confidential – Attorneys' Eyes
19 Only" to each page that contains protected material.

20 (b) For testimony given in deposition or in other pretrial or trial
21 proceedings. This Protective Order requires that the Designating Party identify
22 on the record, before the close of the deposition, hearing, or other proceeding,
23 or within 21 days after receipt of the transcript by the Designating Party
24 (hereinafter "the 21-day period"), all protected testimony and specify the level
25 of protection being asserted. Only those portions of the testimony that are
26 appropriately designated for protection by the end of the 21-day period shall be
27 covered by the provisions of this Stipulated Protective Order. Alternatively, a
28 Designating Party may specify, at the deposition or up through the end of the

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1 21-day period, that the entire transcript shall be treated as “Confidential” or
2 “Highly Confidential – Attorneys’ Eyes Only.”

3 Transcripts containing Protected Material shall have an obvious legend
4 on the title page that the transcript contains Protected Material, and the title
5 page shall be followed by a list of all pages (including line numbers as
6 appropriate) that have been designated as Protected Material and the level of
7 protection being asserted by the Designating Party. The Designating Party shall
8 inform the court reporter of these requirements. Any transcript that is prepared
9 before the expiration of the 21-day period for designation shall be treated
10 during that period as if it had been designated “Highly Confidential –
11 Attorneys’ Eyes Only” in its entirety unless otherwise agreed. After the
12 expiration of that period, the transcript shall be treated only as actually
13 designated unless otherwise agreed by the Parties or allowed by order of the
14 court.

15 (c) For information produced in some form other than documentary and
16 for any other tangible items. This Protective Order requires that the Producing
17 Party affix in a prominent place on the exterior of the container(s) in which the
18 information or item is stored the legend “Confidential” or “Highly Confidential
19 – Attorneys’ Eyes Only.”

20 24. A Party or Non-Party that makes original documents or materials
21 available for inspection need not designate them for protection until after the
22 inspecting party has indicated which material it would like copied and produced.
23 During the inspection and before the designation, all of the material made available
24 for inspection shall be deemed “Highly Confidential – Attorneys’ Eyes Only.” After
25 the inspecting party has identified the documents it wants copied and produced, the
26 Producing Party must determine which documents, or portions thereof, qualify for
27 protection under this Protective Order. Then, before producing the specified
28 documents, the Producing Party must affix the appropriate legend (“Confidential” or

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1 “Highly Confidential – Attorneys’ Eyes Only”) to each page that contains Protected
2 Material.

3 25. One party shall give the other parties notice if it reasonably expects a
4 deposition, hearing, or other proceeding to include Protected Material so that the other
5 parties can ensure that only authorized individuals who have signed the
6 “Acknowledgment and Agreement to Be Bound,” attached as Exhibit A hereto, are
7 present at those proceedings. The use of a document as an exhibit at a deposition
8 shall not in any way affect the document’s designation as “Confidential” or “Highly
9 Confidential – Attorneys’ Eyes Only.”

10 26. Inadvertent Failures to Designate. If timely corrected following the
11 Designating Party’s discovery of the inadvertent failure to designate, an inadvertent
12 failure to designate qualified information or items does not, standing alone, waive the
13 Designating Party’s right to secure protection under this Protective Order for such
14 material. Upon timely correction of a designation, the Receiving Party must make
15 reasonable efforts to assure that the material is treated in accordance with the
16 provisions of this Protective Order.

17 **VI. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

18 27. Timing of Challenges. Any Party or Non-Party may challenge a
19 designation of confidentiality at any time ^{within the discovery period as set by the District} Unless a prompt challenge to a ^{Judge.}
20 Designating Party’s confidentiality designation is necessary to avoid foreseeable, ^{DL}
21 substantial unfairness, unnecessary economic burdens, or a significant disruption or
22 delay of the litigation, a Party does not waive its right to challenge a confidentiality
23 designation by electing not to mount a challenge promptly after the original
24 designation is disclosed.

25 28. All challenges to confidentiality designations shall proceed under the
26 Local Rule 37-1 through 37-4.

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1 **VII. ACCESS TO AND USE OF PROTECTED MATERIAL**

2 29. Basic Principles. A Receiving Party may use Protected Material that is
3 disclosed or produced by another Party or by a Non-Party in connection with This
4 Action only for prosecuting, defending, or attempting to settle This Action. Such
5 Protected Material may be disclosed only to the categories of persons and under the
6 conditions described in this Protective Order. When This Action has been terminated,
7 a Receiving Party must comply with the provisions set forth herein with respect to
8 Final Disposition of Protected Material.

9 30. Protected Material must be stored and maintained in a secure manner by
10 a Receiving Party at a location that ensures that access is limited to the persons
11 authorized under this Protective Order.

12 31. Disclosure of "Confidential" Information or Items. Unless otherwise
13 ordered by the court or permitted in writing by the Designating Party, a Receiving
14 Party may disclose any information or item designated "Confidential" only to:

15 (a) the Receiving Party's Outside Counsel in This Action, as well as
16 employees of the Receiving Party's Outside Counsel in This Action to whom it
17 is reasonably necessary to disclose the information for this litigation;

18 (b) the officers, directors, and employees of the Receiving Party to whom
19 disclosure is reasonably necessary for this litigation and who have signed the
20 "Acknowledgment and Agreement to Be Bound," attached as Exhibit A hereto;

21 (c) Experts of the Receiving Party to whom disclosure is reasonably
22 necessary for this litigation, and who have signed the "Acknowledgment and
23 Agreement to Be Bound," attached as Exhibit A hereto;

24 (d) the court and its personnel;

25 (e) court reporters and their staff, professional jury, trial consultants, and
26 Professional Vendors to whom disclosure is reasonably necessary for This
27 Action, and who have signed the "Acknowledgment and Agreement to Be
28 Bound," attached as Exhibit A hereto;

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1 (f) witnesses in This Action to whom disclosure is reasonably necessary
2 and who have signed the “Acknowledgment and Agreement to Be Bound,”
3 attached as Exhibit A hereto, unless otherwise agreed by the Designating Party
4 or ordered by the court. Pages of transcribed deposition testimony or exhibits
5 to depositions that reveal Protected Material must be separately bound by the
6 court reporter and may not be disclosed to anyone except as permitted under
7 this Stipulated Protective Order; and

8 (g) the author or recipient of a document containing the information.

9 32. Disclosure of “Highly Confidential – Attorneys’ Eyes Only” Information
10 or Items. Unless otherwise ordered by the court or permitted in writing by the
11 Designating Party, a Receiving Party may disclose any information or item designated
12 “Highly Confidential – Attorneys’ Eyes Only” only to:

13 (a) the Receiving Party’s Outside Counsel in This Action, as well as
14 employees of the Receiving Party’s Outside Counsel in This Action to whom it
15 is reasonably necessary to disclose the information for This Action;

16 (b) Experts of the Receiving Party (1) to whom disclosure is reasonably
17 necessary for this litigation, (2) who have signed the “Acknowledgment and
18 Agreement to Be Bound,” attached as Exhibit A hereto, and (3) as to whom the
19 procedures set forth in relevant part of Section VIII, below, have been
20 followed;

21 (c) the court and its personnel;

22 (d) court reporters and their staff, professional jury, trial consultants, and
23 Professional Vendors to whom disclosure is reasonably necessary for this
24 litigation, and who have signed the “Acknowledgment and Agreement to Be
25 Bound,” attached as Exhibit A hereto; and

26 (e) the author or recipient of a document containing the information.
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1 **VIII. PROCEDURES FOR APPROVING OR OBJECTING TO DISCLOSURE**
2 **OF "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY"**
3 **INFORMATION OR ITEMS TO EXPERTS.**

4 33. In addition to the foregoing, at least five business days prior to making
5 the first disclosure of Protected Material to any Expert, the Party making such
6 disclosure shall provide the Producing Party with a copy of the Acknowledgment
7 form signed by the individual and provide written notice:

- 8 (a) Disclosing the identity of the Expert;
9 (b) Identifying the present employer of the Expert; and
10 (c) Providing a resume or curriculum vitae, including the cases in which he
11 or she has testified as an expert at trial or by deposition in the preceding four years.

12 34. The disclosure of information regarding Experts under this Order shall
13 not constitute a waiver of attorney-work product or privilege, and shall not replace or
14 modify the procedures provided under Fed. R. Civ. Proc. 26(a)(2) or this Court's
15 Scheduling Order.

16 35. Any Party may object to a disclosure to an expert within five business
17 days after receipt of the copy of the signed Acknowledgment form and written notice
18 set forth herein, by stating specifically in writing the reasons why the Party believes
19 such person should not receive the Protected Material.

20 36. In the event of an objection, no disclosure of Protected Material shall be
21 made to the expert for a period of ten business days following the receipt of the
22 objection. The Party objecting to the disclosure to the expert and the Party wishing to
23 disclose such Protected Material to the expert shall make good faith efforts to resolve
24 the dispute within five business days following the receipt of the objection. If no such
25 resolution is obtainable, the objecting Party may move the Court, by motion, pursuant
26 to Local Rule 37-1 of the U.S. District Court for the Central District of California, for
27 an order that disclosure not be made to such expert or that the disclosure be made
28 only upon certain conditions. The moving Party shall have the burden of establishing

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1 that good cause exists for such an order, and shall seek to have the matter heard at the
2 earliest possible date. If the moving party’s portion of a joint stipulation is not
3 received within five business days following the parties’ meet and confer, the
4 Protected Material may be disclosed to such expert for the purposes of and upon the
5 conditions herein stated. If such a motion is made, there shall be no disclosure to
6 such expert until the Court has ruled upon the motion, and then only in accordance
7 with the ruling so made.

8 **IX. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED**
9 **IN OTHER PROCEEDINGS**

10 37. If a Party is served with a subpoena or a court order issued in other
11 litigation that compels disclosure of any information or items designated in This
12 Action as “Confidential” or “Highly Confidential – Attorneys’ Eyes Only,” that Party
13 must:

14 (a) promptly notify in writing the Designating Party. Such notification
15 shall include a copy of the subpoena or court order;

16 (b) promptly notify in writing the party who caused the subpoena or
17 order to issue in the other litigation that some or all of the material covered by
18 the subpoena or order is subject to this Protective Order. Such notification shall
19 include a copy of this Protective Order; and

20 (c) cooperate with respect to all reasonable procedures sought to be
21 pursued by the Designating Party whose Protected Material may be affected.

22 38. If the Designating Party timely seeks a protective order, the Party served
23 with the subpoena or court order shall not produce any information designated in This
24 Action as “Confidential” or “Highly Confidential – Attorneys’ Eyes Only” before a
25 determination by the court from which the subpoena or order issued, unless the Party
26 has obtained the Designating Party’s permission. The Designating Party shall bear the
27 burden and expense of seeking protection in that court of its confidential material –
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1 and nothing in these provisions should be construed as authorizing or encouraging a
2 Receiving Party in This Action to disobey a lawful directive from another court.

3 **X. A NON-PARTY'S PROTECTED MATERIAL SOUGHT TO BE**
4 **PRODUCED IN THIS ACTION**

5 39. The terms of this Protective Order are applicable to information
6 produced by a Non-Party in This Action and designated as "Confidential" or "Highly
7 Confidential – Attorneys' Eyes Only." Such information produced by Non-Parties in
8 connection with This Action is protected by the remedies and relief provided by this
9 Protective Order. Nothing in these provisions should be construed as prohibiting a
10 Non-Party from seeking additional protections.

11 40. In the event that a Party is required, by a valid discovery request, to
12 produce a Non-Party's confidential information in its possession, and the Party is
13 subject to an agreement with the Non-Party not to produce the Non-Party's
14 confidential information, then the Party shall:

15 (a) promptly notify in writing the Requesting Party and the Non-Party
16 that some or all of the information requested is subject to a confidentiality
17 agreement with a Non-Party;

18 (b) promptly provide the Non-Party with a copy of the Stipulated
19 Protective Order in This Action, the relevant discovery request(s), and a
20 reasonably specific description of the information requested; and

21 (c) make the information requested available for inspection by the Non-
22 Party.

23 41. If the Non-Party fails to object or seek a protective order from this court
24 within 14 days of receiving the notice and accompanying information, the Receiving
25 Party may produce the Non-Party's confidential information responsive to the
26 discovery request.

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1 42. If the Non-Party timely seeks a protective order, the Receiving Party
2 shall not produce any information in its possession or control that is subject to the
3 confidentiality agreement with the Non-Party before a determination by the court.

4 43. Absent a court order to the contrary, the Non-Party shall bear the burden
5 and expense of seeking protection in this court of its Protected Material.

6 **XI. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

7 44. If a Receiving Party learns that, by inadvertence or otherwise, it has
8 disclosed Protected Material to any person or in any circumstance not authorized
9 under this Stipulated Protective Order, the Receiving Party must immediately (a)
10 notify in writing the Designating Party of the unauthorized disclosures; (b) use its best
11 efforts to retrieve all unauthorized copies of the Protected Material; (c) inform the
12 person or persons to whom unauthorized disclosures were made of all the terms of
13 this Protective Order; and (d) request such person or persons to execute the
14 "Acknowledgment and Agreement to Be Bound" that is attached hereto as Exhibit A.

15 **XII. PRODUCTION OF PRIVILEGED OR OTHERWISE PROTECTED**
16 **MATERIAL**

17 45. The production of privileged or work-product protected documents,
18 electronically-stored information, or other information, whether inadvertent or
19 otherwise, is not a waiver of the privilege or protection from discovery in this case or
20 in any other federal or state proceeding. This Order shall be interpreted to provide the
21 maximum protection allowed by Federal Rule of Evidence 502(d).

22 **XIII. MISCELLANEOUS**

23 46. Right to Further Relief. Nothing in this Protective Order abridges the
24 right of any person to seek its modification by the court in the further.

25 47. Right to Assert Other Objections. By stipulating to the entry of this
26 Protective Order, no Party waives any right it otherwise would have to object to
27 disclosing or producing any information or item on any ground not addressed in this
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1 Protective Order. Similarly, no Party waives any right to object on any ground to use
2 in evidence of any of the material covered by this Protective Order.

3 48. Export Control. Disclosure of Protected Material shall be subject to all
4 applicable laws and regulations relating to the export of technical data contained in
5 such Protected Material, including the release of such technical data to foreign
6 persons or nationals in the United States or elsewhere. The Producing Party shall be
7 responsible for identifying any such controlled technical data, and the Receiving Party
8 shall take measures necessary to ensure compliance.

9 49. Computation of time. The computation of any period of time prescribed
10 or allowed by the Protective Order shall be governed by the provisions for computing
11 time set forth in Federal Rules of Civil Procedure 6.

12 50. Filing Protected Material. A Party that seeks to file under seal any
13 Protected Material must comply with Local Rule 79-5. *Good cause for the under
14 seal filing must be shown. JH*

14 51. Binding effect. This Protective Order shall be binding upon the Parties
15 and their attorneys, successors, executors, personal representatives, administrators,
16 heirs, legal representatives, assigns, subsidiaries, parent corporations, divisions,
17 employees, agents, independent contractors, or other persons or organizations over
18 which they have control.

19 **XIV. FINAL DISPOSITION**

20 52. Within 60 days after the Final Disposition of This Action, as defined in
21 Paragraph 16, each Receiving Party must return all Protected Material to the
22 Producing Party or destroy such material. As used in this subdivision, "all Protected
23 Material" includes all copies, abstracts, compilations, summaries, and any other
24 format reproducing or capturing any of the Protected Material."

25 53. Whether the Protected Material is returned or destroyed, the Receiving
26 Party must submit a written certification to the Producing Party (and, if not the same
27 person or entity, to the Designating Party) by the 60-day deadline that:
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1 (a) identifies (by category, where appropriate) all the Protected Material
2 that was returned or destroyed and

3 (b) affirms that the Receiving Party has not retained any copies,
4 abstracts, compilations, summaries or any other format reproducing or
5 capturing any of the Protected Material.

6 54. Notwithstanding this provision, Counsel are entitled to retain an archival
7 copy of all pleadings, motion papers, trial, deposition, and hearing transcripts, legal
8 memoranda, correspondence, deposition and trial exhibits, expert reports, attorney
9 work product, and consultant and expert work product, even if such materials contain
10 Protected Material. Any such archival copies that contain or constitute Protected
11 Material remain subject to this Protective Order as set forth in Section IV Duration.

12 55. The obligations created by this Protective Order shall survive the
13 termination of this action unless otherwise modified by the Court. The Court shall
14 retain jurisdiction, even after termination of this action, to enforce this Protective
15 Order and to make such amendments and modifications to this Protective Order as
16 may be appropriate.

17 The parties to the above captioned litigation having entered into the [Proposed]
18 Stipulated Protective Order, having filed the Stipulated Protective Order with the
19 Court on March 18, 2015, and good cause being shown therefor,

20 IT IS HEREBY ORDERED that the Stipulated Protective Order is approved in
21 its entirety and made the order of this Court.

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Date: 3/19/15

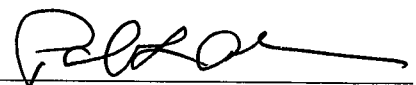

Hon. Paul L. Abrams
United States Magistrate Judge

EXHIBIT A

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 Stipulated Protective Order that was issued by the United States District Court for the Central District of California on _____ [date] in the case of *Spears Manufacturing Co. v. Charlotte Pipe and Foundry Company*, Case No. 14-cv-7758-RSWL-PLA (C.D. Cal.). I agree to comply with and to be bound by all the terms of this Stipulated 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 Stipulated Protective Order 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 Central District of California for the purpose of enforcing the terms of this Stipulated Protective Order, even if such enforcement proceedings occur after termination of This Action.

Date: _____

City and State where sworn and signed: _____

Printed name: _____

Signature: _____

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