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IN THE UNITED STATES DISTRICT COURT
FOR THE CENTRAL DISTRICT OF CALIFORNIA

MOLDEX-METRIC, INC., a)
California corporation,)
)
Plaintiff,) CASE NO. 2:18-cv-03502-JFW
) (AGR_x)
v.)
) **AMENDMENTS TO PROTECTIVE**
SWEDSAFE AB, a Swedish) **ORDER**
company,)
)
Defendant.)

1 Having considered the parties' stipulation, and for good cause having been
2 shown, the parties' stipulation is hereby approved.

3 **IT IS HEREBY ORDERED** the section 15 of the Protective Order is amended
4 to provide as follows:

5 Subject to the limitations in Section 7.1, Protected Material of
6 the Parties disclosed pursuant to this Protective Order shall be used only
7 for purposes of this litigation, Moldex's actions against McKeon
8 Products, Inc. (*Moldex-Metric, Inc. v. McKeon Products, Inc.*, Case No.
9 18-cv-06953-DSF-GJS and *Moldex-Metric, Inc. v. McKeon Products,*
10 *Inc.*, Case. No. CV11-01742-CBM)), and any corresponding appeals.
11 The Parties shall maintain at least one set of documents and testimony
12 produced and/or disclosed in this case, including the corporate
13 deposition testimony of SwedSafe, and any documents or
14 communications referring to or incorporating information from such
15 documents and testimony ("Preserved Material"), regardless of whether
16 such Preserved Material were designated as Protected Material, until
17 final termination of Moldex's actions against McKeon Products, Inc.,
18 including any appeals.

19 Within 60 days after final disposition of Moldex's actions against
20 McKeon Products, Inc., including any appeals, each Receiving Party
21 must return all Protected Material to the Producing Party or, destroy
22 such material. As used in this subdivision, "all Protected Material"
23 includes all copies, abstracts, compilations, summaries, and any other
24 format reproducing or capturing any of the Protected Material.
25 Whether the Protected Material is returned or destroyed, the Receiving
26 Party must submit a written certification to the Producing Party (and, if
27 not the same person or entity, to the Designating Party) by the 60 day
28 deadline that (1) identifies (by category, where appropriate) all the
Protected Material that was returned or destroyed and (2) affirms that
the Receiving Party has not retained any copies, abstracts,
compilations, summaries or any other format reproducing or capturing
any of the Protected Material. Notwithstanding this provision, Counsel
are entitled to retain an archival copy of all pleadings, motion papers,
trial, deposition, and hearing transcripts, legal memoranda,
correspondence, deposition and trial exhibits, expert reports, attorney
work product, and consultant and expert work product, even if such
materials contain Protected Material. Any such archival copies that
contain or constitute Protected Material remain subject to this Protected
Order as set forth in Section 4 (DURATION).

1 **IT IS FURTHER ORDERED** that section 7.1 of the Protective Order is
2 amended to provide as follows:

3 Basic Principles. A Receiving Party may disclose Protected
4 Material only to the categories of persons and under the conditions
5 described in this Order. When the litigation has been terminated, a
6 Receiving Party must comply with the provisions of section 15 below
7 (FINAL DISPOSITION). Protected Material must be stored and
8 maintained by a Receiving Party at a location and in a secure manner
9 that ensures that access is limited to the persons authorized under this
10 Order. All Protected Material, along with the information contained in
11 the Protected Material, shall be used solely for purposes of this action,
12 and no person receiving such Protected Material shall, directly or
13 indirectly, transfer, disclose, or communicate in any way the contents
14 of the documents to any person other than those specified in Paragraphs
15 7.2 and 7.3; provided, however, Protected Material that explicitly
16 identifies McKeon Products, Inc. as the author, sender, or recipient, or
17 which discusses or concerns any statements made or actions taken by,
18 for, or on behalf of McKeon Products, Inc., as well as any testimony
19 regarding such Protected Material, may be used in Moldex's actions
20 against McKeon Products, Inc. (*Moldex-Metric, Inc. v. McKeon*
21 *Products, Inc.*, Case No. 18-cv-06953-DSF-GJS and *Moldex-Metric,*
22 *Inc. v. McKeon Products, Inc.*, Case. No. CV11-01742-CBM), and any
23 corresponding appeals, provided that its confidentiality is maintained
24 in those actions under the same or substantially similar
25 "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL ATTORNEYS'
26 EYES ONLY" designations (as the case may be).
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DATED: February 20, 2019



Hon. Alicia G. Rosenberg
United States Magistrate Judge