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8 UNITED STATES DISTRICT COURT
9 EASTERN DISTRICT OF CALIFORNIA
10 SACRAMENTO DIVISION

11 AUBIN INDUSTRIES, INC.,

Plaintiff,

v.

12 CASTER CONCEPTS, INC.,

13 Defendant.

CASE NO. 2:14-CV-02082-MCE-CKD

**STIPULATED PROTECTIVE ORDER
FOR LITIGATION INVOLVING
PATENTS, HIGHLY SENSITIVE
CONFIDENTIAL INFORMATION
AND/OR TRADE SECRETS**

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16 1. PURPOSES AND LIMITATIONS

17 Disclosure and discovery activity in this action are likely to involve production of
18 confidential, proprietary, or private information for which special protection from public disclosure
19 and from use for any purpose other than prosecuting this litigation may be warranted.

20 Accordingly, the parties hereby stipulate to and petition the court to enter the following Stipulated
21 Protective Order. The parties acknowledge that this Order does not confer blanket protections on
22 all disclosures or responses to discovery and that the protection it affords from public disclosure
23 and use extends only to the limited information or items that are entitled to confidential treatment
24 under the applicable legal principles. The parties further acknowledge, as set forth in Section 12.3,
25 below, that this Stipulated Protective Order does not entitle them to file confidential information
26 under seal; Civil Local Rule 141 sets forth the procedures that must be followed and the standards
27 that will be applied when a party seeks permission from the court to file material under seal.
28

1 2. DEFINITIONS

2 2.1 Challenging Party: a Party or Non-Party that challenges the designation of
3 information or items under this Order.

4 2.2 “CONFIDENTIAL” Information or Items: information (regardless of how it is
5 generated, stored or maintained) or tangible things that qualify for protection under Federal Rule of
6 Civil Procedure 26(c).

7 2.3 Designating Party: a Party or Non-Party that designates information or items that it
8 produces in disclosures or in responses to discovery as “CONFIDENTIAL” or “HIGHLY
9 CONFIDENTIAL – ATTORNEYS’ EYES ONLY.”

10 2.4 Disclosure or Discovery Material: all items or information, regardless of the
11 medium or manner in which it is generated, stored, or maintained (including, among other things,
12 testimony, transcripts, and tangible things), that are produced or generated in disclosures or
13 responses to discovery in this matter.

14 2.5 Expert: a person with specialized knowledge or experience in a matter pertinent to
15 the litigation who (1) has been retained by a Party or its counsel to serve as an expert witness or as
16 a consultant in this action, (2) is not a past or current employee of a Party or of a Party’s
17 competitor, and (3) at the time of retention, is not anticipated to become an employee of a Party or
18 of a Party’s competitor.

19 2.6 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” Information or
20 Items: extremely sensitive “Confidential Information or Items,” disclosure of which to another
21 Party or Non-Party would create a substantial risk of serious harm that could not be avoided by less
22 restrictive means.

23 2.7 Non-Party: any natural person, partnership, corporation, association, or other legal
24 entity not named as a Party to this action.

25 2.8 Outside Counsel of Record: attorneys who are not employees of a party to this
26 action but are retained to represent or advise a party to this action and have appeared in this action
27 on behalf of that party or are affiliated with a law firm which has appeared on behalf of that party.

28 2.9 Party: any party to this action, including all of its officers, directors, employees,

1 consultants, retained experts, and Outside Counsel of Record (and their support staffs).

2 2.10 Producing Party: a Party or Non-Party that produces Disclosure or Discovery
3 Material in this action.

4 2.11 Professional Vendors: persons or entities that provide litigation support services
5 (e.g., photocopying, videotaping, translating, preparing exhibits or demonstrations, and organizing,
6 storing, or retrieving data in any form or medium) and their employees and subcontractors.

7 2.12 Protected Material: any Disclosure or Discovery Material that is designated as
8 “CONFIDENTIAL,” or as “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY.”

9 2.13 Receiving Party: a Party that receives Disclosure or Discovery Material from a
10 Producing Party.

11 3. SCOPE

12 The protections conferred by this Stipulation and Order cover not only Protected Material
13 (as defined above), but also (1) any information copied or extracted from Protected Material; (2) all
14 copies, excerpts, summaries, or compilations of Protected Material; and (3) any testimony,
15 conversations, or presentations by Parties or their Counsel that might reveal Protected Material.
16 However, the protections conferred by this Stipulation and Order do not cover the following
17 information: (a) any information that is in the public domain at the time of disclosure to a
18 Receiving Party or becomes part of the public domain after its disclosure to a Receiving Party as a
19 result of publication not involving a violation of this Order, including becoming part of the public
20 record through trial or otherwise; and (b) any information known to the Receiving Party prior to the
21 disclosure or obtained by the Receiving Party after the disclosure from a source who obtained the
22 information lawfully and under no obligation of confidentiality to the Designating Party. Any use
23 of Protected Material at trial shall be governed by a separate agreement or order.

24 4. DURATION

25 Even after final disposition of this litigation, the confidentiality obligations imposed by this
26 Order shall remain in effect until a Designating Party agrees otherwise in writing or a court order
27 otherwise directs. Final disposition shall be deemed to be the later of (1) dismissal of all claims and
28 defenses in this action, with or without prejudice; and (2) final judgment herein after the

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

4 5. DESIGNATING PROTECTED MATERIAL

5 5.1 Exercise of Restraint and Care in Designating Material for Protection. Each Party or
6 Non-Party that designates information or items for protection under this Order must take care to
7 limit any such designation to specific material that qualifies under the appropriate standards. To the
8 extent it is practical to do so, the Designating Party must designate for protection only those parts
9 of material, documents, items, or oral or written communications that qualify – so that other
10 portions of the material, documents, items, or communications for which protection is not
11 warranted are not swept unjustifiably within the ambit of this Order.

12 Mass, indiscriminate, or routinized designations are prohibited. Designations that are shown
13 to be clearly unjustified or that have been made for an improper purpose (e.g., to unnecessarily
14 encumber or retard the case development process or to impose unnecessary expenses and burdens
15 on other parties) expose the Designating Party to sanctions.

16 If it comes to a Designating Party’s attention that information or items that it designated for
17 protection do not qualify for protection at all or do not qualify for the level of protection initially
18 asserted, that Designating Party must promptly notify all other parties that it is withdrawing the
19 mistaken designation.

20 5.2 Manner and Timing of Designations. Except as otherwise provided in this Order
21 (see, e.g., second paragraph of section 5.2(a) below), or as otherwise stipulated or ordered,
22 Disclosure or Discovery Material that qualifies for protection under this Order must be clearly so
23 designated before the material is disclosed or produced.

24 Designation in conformity with this Order requires:

25 (a) for information in documentary form (e.g., paper or electronic documents, but
26 excluding transcripts of depositions or other pretrial or trial proceedings), that the Producing Party
27 affix the legend “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
28 ONLY” to each page that contains protected material. If only a portion or portions of the material

1 on a page qualifies for protection, the Producing Party also must clearly identify the protected
2 portion(s) (e.g., by making appropriate markings in the margins) and must specify, for each
3 portion, the level of protection being asserted.

4 A Party or Non-Party that makes original documents or materials available for inspection
5 need not designate them for protection until after the inspecting Party has indicated which material
6 it would like copied and produced. During the inspection and before the designation, all of the
7 material made available for inspection shall be deemed “HIGHLY CONFIDENTIAL –
8 ATTORNEYS’ EYES ONLY.” After the inspecting Party has identified the documents it wants
9 copied and produced, the Producing Party must determine which documents, or portions thereof,
10 qualify for protection under this Order. Then, before producing the specified documents, the
11 Producing Party must affix the appropriate legend (“CONFIDENTIAL” or “HIGHLY
12 CONFIDENTIAL – ATTORNEYS’ EYES ONLY”) to each page that contains Protected Material.
13 If only a portion or portions of the material on a page qualifies for protection, the Producing Party
14 also must clearly identify the protected portion(s) (e.g., by making appropriate markings in the
15 margins) and must specify, for each portion, the level of protection being asserted.

16 (b) for testimony given in deposition or in other pretrial or trial proceedings, that the
17 Designating Party identify on the record, before the close of the deposition, hearing, or other
18 proceeding, all protected testimony and specify the level of protection being asserted. When it is
19 impractical to identify separately each portion of testimony that is entitled to protection and it
20 appears that substantial portions of the testimony may qualify for protection, the Designating Party
21 may invoke on the record (before the deposition, hearing, or other proceeding is concluded) a right
22 to have up to 21 days to identify the specific portions of the testimony as to which protection is
23 sought and to specify the level of protection being asserted. Only those portions of the testimony
24 that are appropriately designated for protection within the 21 days shall be covered by the
25 provisions of this Stipulated Protective Order. Alternatively, a Designating Party may specify, at
26 the deposition or up to 21 days afterwards if that period is properly invoked, that the entire
27 transcript shall be treated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL –
28 ATTORNEYS’ EYES ONLY.”

1 Parties shall give the other parties notice if they reasonably expect a deposition, hearing or
2 other proceeding to include Protected Material so that the other parties can ensure that only
3 authorized individuals who have signed the “Acknowledgment and Agreement to Be Bound”
4 (Exhibit A) are present at those proceedings. The use of a document as an exhibit at a deposition
5 shall not in any way affect its designation as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL
6 – ATTORNEYS’ EYES ONLY.”

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

15 (c) for information produced in some form other than documentary and for any
16 other tangible items, that the Producing Party affix in a prominent place on the exterior of the
17 container or containers in which the information or item is stored the legend “CONFIDENTIAL”
18 or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY.” If only a portion or portions of
19 the information or item warrant protection, the Producing Party, to the extent practicable, shall
20 identify the protected portion(s) and specify the level of protection being asserted.

21 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent failure to
22 designate qualified information or items does not, standing alone, waive the Designating Party’s
23 right to secure protection under this Order for such material. Upon timely correction of a
24 designation, the Receiving Party must make reasonable efforts to assure that the material is treated
25 in accordance with the provisions of this Order.

26 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

27 6.1 Timing of Challenges. Any Party or Non-Party may challenge a designation of
28 confidentiality at any time. Unless a prompt challenge to a Designating Party’s confidentiality

1 designation is necessary to avoid foreseeable, substantial unfairness, unnecessary economic
2 burdens, or a significant disruption or delay of the litigation, a Party does not waive its right to
3 challenge a confidentiality designation by electing not to mount a challenge promptly after the
4 original designation is disclosed.

5 6.2 Procedure for Challenging Designations. The Challenging Party shall initiate the
6 dispute resolution process by providing written notice of each designation it is challenging and
7 describing the basis for each challenge. The parties shall meet and confer and attempt to resolve
8 each challenge in good faith. In conferring, the Challenging Party must explain the basis for its
9 belief that the confidentiality designation was not proper and must give the Designating Party an
10 opportunity to review the designated material, to reconsider the circumstances, and, if no change in
11 designation is offered, to explain the basis for the chosen designation. If the parties are unable to
12 reach an agreement as to the challenged designation(s), the parties shall proceed in accordance with
13 Eastern District of California Local Rule 251 to seek judicial intervention in order to resolve the
14 discovery dispute.

15 7. ACCESS TO AND USE OF PROTECTED MATERIAL

16 7.1 Basic Principles. A Receiving Party may use Protected Material that is disclosed or
17 produced by another Party or by a Non-Party in connection with this case only for prosecuting,
18 defending, or attempting to settle this litigation. Such Protected Material may be disclosed only to
19 the categories of persons and under the conditions described in this Order. When the litigation has
20 been terminated, a Receiving Party must comply with the provisions of section 13 below (FINAL
21 DISPOSITION).

22 Protected Material must be stored and maintained by a Receiving Party at a location and in
23 a secure manner¹ that ensures that access is limited to the persons authorized under this Order.

24 7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless otherwise ordered
25 by the court or permitted in writing by the Designating Party, a Receiving Party may disclose any

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27 ¹ It may be appropriate under certain circumstances to require the Receiving Party to store any electronic Protected Material in
28 password-protected form.

1 information or item designated “CONFIDENTIAL” only to:

2 (a) the Receiving Party’s Outside Counsel of Record in this action, as well as
3 employees of said Outside Counsel of Record to whom it is reasonably necessary to disclose the
4 information for this litigation and who have signed the “Acknowledgment and Agreement to Be
5 Bound” that is attached hereto as Exhibit A;

6 (b) the officers, directors, and employees (including House Counsel) of the
7 Receiving Party to whom disclosure is reasonably necessary for this litigation and who have signed
8 the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

9 (c) Experts (as defined in this Order) of the Receiving Party to whom disclosure is
10 reasonably necessary for this litigation and who have signed the “Acknowledgment and Agreement
11 to Be Bound” (Exhibit A);

12 (d) the court and its personnel;

13 (e) court reporters and their staff, professional jury or trial consultants, and
14 Professional Vendors to whom disclosure is reasonably necessary for this litigation and who have
15 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

16 (f) during their depositions, witnesses in the action to whom disclosure is reasonably
17 necessary and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A),
18 unless otherwise agreed by the Designating Party or ordered by the court. Pages of transcribed
19 deposition testimony or exhibits to depositions that reveal Protected Material must be separately
20 bound by the court reporter and may not be disclosed to anyone except as permitted under this
21 Stipulated Protective Order.

22 (g) the author or recipient of a document containing the information or a custodian
23 or other person who otherwise possessed or knew the information.

24 7.3 Disclosure of “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”
25 Information or Items. Unless otherwise ordered by the court or permitted in writing by the
26 Designating Party, a Receiving Party may disclose any information or item designated “HIGHLY
27 CONFIDENTIAL – ATTORNEYS’ EYES ONLY” only to:

28 (a) the Receiving Party’s Outside Counsel of Record in this action, as well as

1 employees of said Outside Counsel of Record to whom it is reasonably necessary to disclose the
2 information for this litigation and who have signed the “Acknowledgment and Agreement to Be
3 Bound” that is attached hereto as Exhibit A;

4 (b) Experts of the Receiving Party (1) to whom disclosure is reasonably necessary
5 for this litigation, (2) who have signed the “Acknowledgment and Agreement to Be Bound”
6 (Exhibit A), and (3) as to whom the procedures set forth in paragraph 7.4(a)(2), below, have been
7 followed;

8 (c) the court and its personnel;

9 (d) court reporters and their staff, professional jury or trial consultants,² and
10 Professional Vendors to whom disclosure is reasonably necessary for this litigation and who have
11 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A); and

12 (e) the author or recipient of a document containing the information or a custodian
13 or other person who otherwise possessed or knew the information.

14 7.4 Procedures for Approving or Objecting to Disclosure of “HIGHLY CONFIDENTIAL –
15 ATTORNEYS’ EYES ONLY” Information or Items to Designated Experts.

16 (a)(1) Unless otherwise ordered by the court or agreed to in writing by the
17 Designating Party, a Party that seeks to disclose to an Expert (as defined in this Order) any
18 information or item that has been designated “HIGHLY CONFIDENTIAL – ATTORNEYS’
19 EYES ONLY” pursuant to paragraph 7.3(c) first must make a written request to the Designating
20 Party that (1) identifies the general categories of “HIGHLY CONFIDENTIAL – ATTORNEYS’
21 EYES ONLY” information that the Receiving Party seeks permission to disclose to the Expert, (2)
22 sets forth the full name of the Expert and the city and state of his or her primary residence, (3)
23 attaches a copy of the Expert’s current resume, (4) identifies the Expert’s current employer(s), (5)
24 identifies each person or entity from whom the Expert has received compensation or funding for
25 _____

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27 ² Additionally, the parties may wish to allow disclosure of information not only to professional jury or trial consultants, but also to
28 mock jurors, to further trial preparation. In that situation, the parties may wish to draft a simplified, precisely tailored Undertaking
for mock jurors to sign.

1 work in his or her areas of expertise or to whom the expert has provided professional services,
2 including in connection with a litigation, at any time during the preceding five years,³ and (6)
3 identifies (by name and number of the case, filing date, and location of court) any litigation in
4 connection with which the Expert has offered expert testimony, including through a declaration,
5 report, or testimony at a deposition or trial, during the preceding five years.⁴

6 (b) A Party that makes a request and provides the information specified in the
7 preceding respective paragraphs may disclose the subject Protected Material to the identified
8 Expert unless, within 5 days of delivering the request, the Party receives a written objection from
9 the Designating Party. Any such objection must set forth in detail the grounds on which it is based.

10 (c) A Party that receives a timely written objection must meet and confer with the
11 Designating Party (through direct voice to voice dialogue) to try to resolve the matter by agreement
12 within three days of the written objection. If the parties are unable to reach an agreement as to the
13 challenged designation(s), the parties shall proceed in accordance with Eastern District of
14 California Local Rule 251 to seek judicial intervention in order to resolve the discovery dispute.

15 8. PROSECUTION BAR

16 Absent written consent from the Producing Party, any individual who receives access to
17 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” information shall not be involved
18 in the prosecution of patents or patent applications relating to wheel assemblies, including without
19 limitation the patents asserted in this action and any patent or application claiming priority to or
20 otherwise related to the patents asserted in this action, before any foreign or domestic agency,
21 including the United States Patent and Trademark Office (“the Patent Office”).⁵ For purposes of
22 this paragraph, “prosecution” includes directly or indirectly drafting, amending, advising, or
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24 ³ If the Expert believes any of this information is subject to a confidentiality obligation to a third-party, then the Expert should
25 provide whatever information the Expert believes can be disclosed without violating any confidentiality agreements, and the Party
seeking to disclose to the Expert shall be available to meet and confer with the Designating Party regarding any such engagement.

26 ⁴ It may be appropriate in certain circumstances to restrict the Expert from undertaking certain limited work prior to the termination
of the litigation that could foreseeably result in an improper use of the Designating Party’s “HIGHLY CONFIDENTIAL –
ATTORNEYS’ EYES ONLY” information.

27 ⁵ It may be appropriate under certain circumstances to require Outside Counsel who receive access to “HIGHLY CONFIDENTIAL
– ATTORNEYS’ EYES ONLY” information to implement an “Ethical Wall.”
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1 otherwise affecting the scope or maintenance of patent claims.⁶ To avoid any doubt, “prosecution”
2 as used in this paragraph does not include representing a party challenging a patent before a
3 domestic or foreign agency (including, but not limited to, a reissue protest, *ex parte* reexamination
4 or *inter partes* reexamination). This Prosecution Bar shall begin when access to “HIGHLY
5 CONFIDENTIAL – ATTORNEYS’ EYES ONLY” information is first received by the affected
6 individual and shall end two (2) years after final termination of this action.

7 9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE PRODUCED IN THIS
8 LITIGATION

9 (a) The terms of this Order are applicable to information produced by a Non-
10 Party in this action and designated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL –
11 ATTORNEYS’ EYES ONLY.” Such information produced by Non-Parties in connection with this
12 litigation is protected by the remedies and relief provided by this Order. Nothing in these
13 provisions should be construed as prohibiting a Non-Party from seeking additional protections.

14 (b) In the event that a Party is required, by a valid discovery request, to produce
15 a Non-Party’s confidential information in its possession, and the Party is subject to an agreement
16 with the Non-Party not to produce the Non-Party’s confidential information, then the Party shall:

17 1. promptly notify in writing the Requesting Party and the Non-Party that some
18 or all of the information requested is subject to a confidentiality agreement with a Non-Party;

19 2. promptly provide the Non-Party with a copy of the Stipulated Protective
20 Order in this litigation, the relevant discovery request(s), and a reasonably specific description of
21 the information requested; and

22 3. make the information requested available for inspection by the Non-Party.

23 (c) 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 Party may
25 produce the Non-Party’s confidential information responsive to the discovery request. If the Non-
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27 ⁶ Prosecution includes, for example, original prosecution, reissue and reexamination proceedings.
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1 Party timely seeks a protective order, the Receiving Party shall not produce any information in its
2 possession or control that is subject to the confidentiality agreement with the Non-Party before a
3 determination by the court.⁷ Absent a court order to the contrary, the Non-Party shall bear the
4 burden and expense of seeking protection in this court of its Protected Material.

5 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

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

13 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE PROTECTED
14 MATERIAL

15 When a Producing Party gives notice to Receiving Parties that certain inadvertently
16 produced material is subject to a claim of privilege or other protection, the obligations of the
17 Receiving Parties are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B). This provision
18 is not intended to modify whatever procedure may be established in an e-discovery order that
19 provides for production without prior privilege review. Pursuant to Federal Rule of Evidence
20 502(d) and (e), insofar as the parties reach an agreement on the effect of disclosure of a
21 communication or information covered by the attorney-client privilege or work product protection,
22 the parties may incorporate their agreement in the stipulated protective order submitted to the
23 court.

24 12. MISCELLANEOUS

25 12.1 Right to Further Relief. Nothing in this Order abridges the right of any person to
26 _____

27 ⁷ The purpose of this provision is to alert the interested parties to the existence of confidentiality rights of a Non-Party and to afford
28 the Non-Party an opportunity to protect its confidentiality interests in this court.

1 seek its modification by the court in the future.

2 12.2 Right to Assert Other Objections. By stipulating to the entry of this Protective Order
3 no Party waives any right it otherwise would have to object to disclosing or producing any
4 information or item on any ground not addressed in this Stipulated Protective Order. Similarly, no
5 Party waives any right to object on any ground to use in evidence of any of the material covered by
6 this Protective Order.

7 12.3 Filing Protected Material. Without written permission from the Designating Party or
8 a court order secured after appropriate notice to all interested persons, a Party may not file in the
9 public record in this action any Protected Material. A Party that seeks to file under seal any
10 Protected Material must comply with Eastern District of California Local Rule 141. Protected
11 Material may only be filed under seal pursuant to a court order authorizing the sealing of the
12 specific Protected Material at issue.

13 13. FINAL DISPOSITION

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

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IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

DATED: December 29, 2014

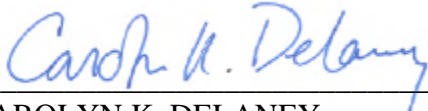
/s/ Benjamin L. Singer
Attorneys for Plaintiff
Benjamin L. Singer
Katie K. Erno
Colt/Singer/Bea LLP

DATED: December 29, 2014

/s/ Robert Harkins (as authorized on 12/26/2014)
Attorneys for Defendant
Robert Harkins
Sedgwick LLP

PURSUANT TO STIPULATION, IT IS SO ORDERED.

Dated: January 6, 2015


CAROLYN K. DELANEY
UNITED STATES MAGISTRATE JUDGE

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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 Eastern District of California on [date] in the case of *Aubin Industries, Inc. v.
Caster Concepts, Inc.*, Case No. 2:14-CV-02082-MCE-CKD. 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
Eastern 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.

I hereby appoint _____ [print or type full name] of
_____ [print or type full address and telephone number]
as my California agent for service of process in connection with this action or any proceedings
related to enforcement of this Stipulated Protective Order.

Date: _____

City and State where sworn and signed: _____

Printed name: _____
[printed name]

Signature: _____
[signature]