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15 PUBLIC.RESOURCE.ORG

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17 UNITED STATES DISTRICT COURT
18 NORTHERN DISTRICT OF CALIFORNIA
19 SAN FRANCISCO DIVISION
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21 PUBLIC.RESOURCE.ORG,
22 Plaintiff,
23 v.
24 SHEET METAL AND AIR CONDITIONING
CONTRACTORS' NATIONAL
25 ASSOCIATION, INC.,
26 Defendant.

Case No.: 3:13-cv-00815 SC

**STIPULATION AND [PROPOSED]
JUDGMENT**

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STIPULATION

Pursuant to settlement, Plaintiff Public.Resource.Org (“Public Resource”) and Defendant Sheet Metal and Air Conditioning Contractors’ National Association, Inc. (“SMACNA”) (collectively, the “Parties”) stipulate to entry of the [Proposed] Judgment below. The parties hereby waive all rights of appeal, reconsideration, or alteration or amendment of the judgment if the Court enters it as they mutually request.

Dated: July 8, 2013

FENWICK & WEST LLP

By: /s/ Andrew P. Bridges
Andrew P. Bridges

Attorneys for Plaintiff
PUBLIC.RESOURCE.ORG, INC.

Dated: July 8, 2013

MORRISON & FOERSTER LLP

By: /s/ Nicholas S. Napolitan
Nicholas S. Napolitan

Attorneys for Defendant
SHEET METAL AND AIR CONDITIONING
CONTRACTORS’ NATIONAL
ASSOCIATION, INC.

[PROPOSED] JUDGMENT

The Court hereby adjudges and decrees as follows:

1. Defendant Sheet Metal and Air Conditioning Contractors’ National Association, Inc. (“SMACNA”) shall not sue (i) Plaintiff Public.Resource.Org (“Public Resource”) or its personnel, successors, or affiliates; or (ii) any person or entity that has obtained or will obtain any portion of the Publications through means that in any way involved or involves Public Resource or its personnel, successors, or affiliates; for any conduct relating to the following documents:

- (a) SMACNA Publication Fibrous Glass Duct Construction Standards (RS-36) 1992 Edition;
- (b) SMACNA Publication Energy Recovery Equipment and Systems, Air-to-Air 1978 Edition;
- (c) SMACNA Publication HVAC Air Duct Leakage Test Manual (RS-35) 1985 Edition; and
- (d) SMACNA Publication HVAC Duct Construction Standards -- Metal and Flexible (RS-34) 1995 Edition;

2. Defendant SMACNA shall not make any future assertion or representation that it claims any copyright interest in the following documents:

- (a) SMACNA Publication Fibrous Glass Duct Construction Standards (RS-36) 1992 Edition;
- (b) SMACNA Publication Energy Recovery Equipment and Systems, Air-to-Air 1978 Edition;
- (c) SMACNA Publication HVAC Air Duct Leakage Test Manual (RS-35) 1985 Edition; and
- (d) SMACNA Publication HVAC Duct Construction Standards -- Metal and Flexible (RS-34) 1995 Edition;

3. The obligations of Defendant SMACNA shall bind SMACNA’s successors in interest;

4. Public Resource shall not sue SMACNA or its personnel, successors, or affiliates for any cause of action related to any manual, standard, document, or material SMACNA claims or has claimed a copyright in, for a period of two (2) years, unless SMACNA or an assignee of SMACNA sues PRO or an agent or affiliate of PRO;

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5. Pursuant to a settlement between the parties, Defendant SMACNA agreed to pay, and shall pay, Plaintiff Public Resource the sum of one dollar;

6. The parties shall otherwise bear their own respective fees and costs associated with this action and dispute.

7. This Court shall retain jurisdiction to enforce the July 3, 2013, Settlement Agreement between the parties.

THE COURT SO ORDERS, this ____ day of July, 2013.

Dated: _____

Honorable Samuel Conti
United States District Judge

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ATTESTATION

I, Andrew P. Bridges, am the ECF User whose identification and password are being used to file this **STIPULATION AND [PROPOSED] FORM OF JUDGMENT AND ORDER**. In compliance with Civil Local Rule 5-1(i)(3), I hereby attest that all signatories have concurred in this filing.

Dated: July 8, 2013

/s/ Andrew P. Bridges
Andrew P. Bridges

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