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**UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF CALIFORNIA  
OAKLAND DIVISION**

JASON TRABAKOOLAS and SHEILA  
STETSON, individually and on behalf of all  
others similarly situated,  
Plaintiffs

v.

WATTS WATER TECHNOLOGIES, INC.,  
WATTS REGULATOR CO., WATTS PLUMBING  
TECHNOLOGIES (TAIZHOU) CO., LTD.,  
WOLVERINE BRASS, INC., AND JOHN  
DOES 1-100.  
Defendants.

Case No. 3:12-cv-01172-YGR

**STIPULATED PROTECTIVE ORDER (AS  
MODIFIED BY THE COURT)**

The Honorable Yvonne Gonzalez Rogers

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3 1. PURPOSES AND LIMITATIONS

4 Disclosure and discovery activity in this action are likely to involve production of  
5 confidential, proprietary, or private information for which special protection from public  
6 disclosure and from use for any purpose other than prosecuting this litigation may be warranted.  
7 Accordingly, the parties hereby stipulate to and petition the court to enter the following  
8 Stipulated Protective Order. The parties acknowledge that this Order does not confer blanket  
9 protections on all disclosures or responses to discovery and that the protection it affords from  
10 public disclosure and use extends only to the limited information or items that are entitled to  
11 confidential treatment under the applicable legal principles. The parties further acknowledge, as  
12 set forth in Section 12.4, below, that this Stipulated Protective Order does not entitle them to file  
13 confidential information under seal; Civil Local Rule 79-5 and General Order 62 set forth the  
14 procedures that must be followed and the standards that will be applied when a party seeks  
15 permission from the court to file material under seal.

16 To expedite the flow of discovery material, facilitate the prompt resolution of disputes  
17 over confidentiality, protected material entitled to be kept confidential, and ensure that  
18 protection is afforded only to material entitled to such treatment, it is ORDERED pursuant to  
19 this Court's authority under Fed. R. Civ. P. 26(c):

20 2. DEFINITIONS

21 2.1 Challenging Party: a Party or Non-Party that challenges the designation of  
22 information or items under this Order.

23 2.2 "CONFIDENTIAL" Information or Items: information (regardless of how it is  
24 generated, stored or maintained) or tangible things that qualify for protection under Federal Rule  
25 of Civil Procedure 26(c), which include trade secrets, proprietary research and development, cost  
26 analysis, business and marketing strategies, regulatory compliance and communication,  
27 financial information and projections, risk assessment and analysis, and confidential contracts or  
28 agreements.

2.3 Counsel (without qualifier): Outside Counsel of Record and House Counsel (as  
well as their support staff and employees).

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3       2.4     Designating Party: a Party or Non-Party that designates information or items that  
4 it produces in disclosures or in responses to discovery as “CONFIDENTIAL.”

5       2.5     Disclosure or Discovery Material: all items or information, regardless of the  
6 medium or manner in which it is generated, stored, or maintained (including, among other  
7 things, testimony, transcripts, and tangible things), that are produced or generated in disclosures  
8 or responses to discovery in this matter.

9       2.6     Expert: a person with specialized knowledge or experience in a matter pertinent  
10 to the litigation who has been retained by a Party or its counsel to serve as an expert witness or  
11 as a consultant in this action.

12       2.7     House Counsel: attorneys who are employees of a party to this action. House  
13 Counsel does not include Outside Counsel of Record or any other outside counsel.

14       2.8     Non-Party: any natural person, partnership, corporation, association, or other  
15 legal entity not named as a Party to this action.

16       2.9     Outside Counsel of Record: attorneys who are not employees of a party to this  
17 action but are retained to represent or advise a party to this action and have appeared in this  
18 action on behalf of that party or are affiliated with a law firm which has appeared on behalf of  
19 that party.

20       2.10    Party: any party to this action, including all of its officers, directors, employees,  
21 consultants, retained experts, and Outside Counsel of Record (and their support staffs).

22       2.11    Producing Party: a Party or Non-Party that produces Disclosure or Discovery  
23 Material in this action.

24       2.12    Professional Vendors: persons or entities that provide litigation support services  
25 (e.g., photocopying, videotaping, translating, preparing exhibits or demonstrations, and  
26 organizing, storing, or retrieving data in any form or medium, as well as trial and jury  
27 consultants) and their employees and subcontractors.

28       2.13    Protected Material: any Disclosure or Discovery Material that is designated as  
“CONFIDENTIAL.”

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3 2.14 Receiving Party: a Party that receives Disclosure or Discovery Material from a  
4 Producing Party.

5 3. SCOPE

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

18 4. DURATION

19 Even after final disposition of this litigation, the confidentiality obligations imposed by  
20 this Order shall remain in effect until a Designating Party agrees otherwise in writing or a court  
21 order otherwise directs. Final disposition shall be deemed to be the later of (1) dismissal of all  
22 claims and defenses in this action, with or without prejudice; and (2) final judgment herein after  
23 the completion and exhaustion of all appeals, re-hearings, remands, trials, or reviews of this  
24 action, including the time limits for filing any motions or applications for extension of time  
25 pursuant to applicable law.

26 5. DESIGNATING PROTECTED MATERIAL

27 5.1 Exercise of Restraint and Care in Designating Material for Protection. The  
28 parties acknowledge that much of the discovery in this matter directly targets confidential  
information including trade secrets or personal identification information. Each Party or Non-

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3 Party that designates information or items for protection under this Order must take care to limit  
4 any such designation to specific material that qualifies under the appropriate standards.

5 Designations that are shown to be clearly unjustified or that have been made for an  
6 improper purpose (e.g., to unnecessarily encumber or retard the case development process or to  
7 impose unnecessary expenses and burdens on other parties) expose the Designating Party to  
8 sanctions.

9 If it comes to a Designating Party's attention that information or items that it designated  
10 for protection do not qualify for protection that Designating Party must promptly notify all other  
11 Parties that it is withdrawing the mistaken designation.

12 5.2 Manner and Timing of Designations. Except as otherwise provided in this Order  
13 (see, e.g., second paragraph of section 5.2(a) below), or as otherwise stipulated or ordered,  
14 Disclosure or Discovery Material that qualifies for protection under this Order must be clearly so  
15 designated before the material is disclosed or produced.

16 Designation in conformity with this Order requires:

17 (a) for information in documentary form (e.g., paper or electronic documents, but  
18 excluding transcripts of depositions or other pretrial or trial proceedings), that the Producing  
19 Party affix the legend "CONFIDENTIAL" to each page that contains protected material.

20 A Party or Non-Party that makes original documents or materials available for inspection  
21 need not designate them for protection until after the inspecting Party has indicated which  
22 material it would like copied and produced. During the inspection and before the designation, all  
23 of the material made available for inspection shall be deemed "CONFIDENTIAL." After the  
24 inspecting Party has identified the documents it wants copied and produced, the Producing Party  
25 must determine which documents, or portions thereof, qualify for protection under this Order.  
26 Then, before producing the specified documents, the Producing Party must affix the  
27 "CONFIDENTIAL" legend to each page that contains Protected Material.

28 (b) for testimony given in deposition or in other pre-trial proceedings, that the  
Designating Party identify within 30 days after receiving the certified deposition or pre-trial  
hearing transcript from the court reporter, designate pages and lines of the transcript (and

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3 exhibits thereto) as confidential in writing to the Receiving Party. The parties and the court  
4 reporter shall thereafter mark such pages in all copies of the transcript with the following legend,  
5 “CONFIDENTIAL-SUBJECT TO PROTECTIVE ORDER” and will note on the cover page of  
6 any such deposition provide the following legend: “Certain Designated Pages of this Deposition  
7 are Confidential and Subject to a Protective Order.” If timely designations are made, a party  
8 who seeks to use the confidential portion as an exhibit or part of a pleading, they shall make an  
9 application with the Court to file under seal.

10 Deposition exhibits that include or reference Protected Material s h a l l  
11 automatically be designated as confidential. Similarly, portions of the deposition transcript that  
12 discuss or reference Protected Material shall automatically be designated as confidential.

13 The parties may only designate as confidential portions of the depositions that  
14 they, their own employees or persons with confidential obligations to the Producing Party  
15 provided. The parties may not designate the depositions of independent third parties who have  
16 no such confidentiality obligations, except to the extent an inquiry was made of the third party  
17 regarding Confidential Documents.

18 (c) for information produced in some form other than documentary and for any other  
19 tangible items, that the Producing Party affix in a prominent place on the exterior of the  
20 container or containers in which the information or item is stored the legend  
21 “CONFIDENTIAL.” In the event a Receiving Party generates any hard copy transcription or  
22 printout from any such designated non-paper media, such party shall stamp each page  
23 CONFIDENTIAL.

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

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3       6.       CHALLENGING CONFIDENTIALITY DESIGNATIONS

4       6.1       Timing of Challenges. Any Party or Non-Party may challenge a designation of  
5 confidentiality at any time. Unless a prompt challenge to a Designating Party’s confidentiality  
6 designation is necessary to avoid foreseeable, substantial unfairness, unnecessary economic  
7 burdens, or a significant disruption or delay of the litigation, a Party does not waive its right to  
8 challenge a confidentiality designation by electing not to mount a challenge promptly after the  
9 original designation is disclosed.

10       6.2       Meet and Confer. The Challenging Party shall initiate the dispute resolution  
11 process by providing written notice of each designation it is challenging and describing the basis  
12 for each challenge. To avoid ambiguity as to whether a challenge has been made, the written  
13 notice must recite that the challenge to confidentiality is being made in accordance with this  
14 specific paragraph of the Protective Order. The parties shall attempt to resolve each challenge in  
15 good faith and must begin the process by conferring in person (other forms of communication  
16 are not sufficient) within 14 days of the date of service of notice. In conferring, the Challenging  
17 Party must explain the basis for its belief that the confidentiality designation was not proper and  
18 must give the Designating Party an opportunity to review the designated material, to reconsider  
19 the circumstances, and, if no change in designation is offered, to explain the basis for the chosen  
20 designation. A Challenging Party may proceed to the next stage of the challenge process only if  
21 it has engaged in this in-person meet and confer process first or establishes that the Designating  
22 Party is unwilling to participate in the meet and confer process in a timely manner. (*See*  
23 *Standing Order in Civil Cases at Section 8.*)

24       6.3       Judicial Intervention. If the dispute cannot be resolved within the time provided  
25 in paragraph 6.2 above, the parties shall, within 10 days of the expiration of the time period  
26 provided in paragraph 6.2 prepare and present to the Court a joint letter of no more than 4 pages,  
27 in compliance with Section 8 of Standing Order in Civil Cases, briefly outlining the disputed  
28 issues and requesting a telephone conference or in-person meeting with the Court. The parties  
shall thereafter present to the Court, during the conference (if any), their respective positions  
about the propriety of the challenged designations. The procedure for resolving the dispute,

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2 including the need for additional briefing, shall be determined by the Court following the  
3 conference.  
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5 The burden of persuasion in any such challenge proceeding shall be on the Designating  
6 Party. Frivolous challenges, and those made for an improper purpose (e.g., to harass or impose  
7 unnecessary expenses and burdens on other parties) may expose the Challenging Party to  
8 sanctions. Unless the Designating Party has waived the confidentiality designation by failing to  
9 file a joint letter with the Court as described above, all parties shall continue to afford the  
10 material in question the level of protection to which it is entitled under the Producing Party's  
11 designation until the court rules on the challenge.

12 7. ACCESS TO AND USE OF PROTECTED MATERIAL

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

19 Protected Material must be stored and maintained by a Receiving Party at a location and  
20 in a secure manner that ensures that access is limited to the persons authorized under this Order.  
21 For purposes of this Order, a secure website, or other internet-based document depository with  
22 adequate security, shall be deemed a secure location.

23 7.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless otherwise  
24 ordered by the court or permitted in writing by the Designating Party, a Receiving Party may  
25 disclose any information or item designated "CONFIDENTIAL" only to:

26 (a) the Receiving Party's Outside Counsel of Record in this action, as well as  
27 employees of said Outside Counsel of Record to whom it is reasonably necessary to disclose the  
28 information for this litigation and who have signed the "Acknowledgment and Agreement to Be  
Bound" that is attached hereto as Exhibit A;

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

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

9 (d) the court and its personnel;

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

13 (f) witnesses in the action to whom disclosure is reasonably necessary and who have  
14 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

15 (g) the author or recipient of a document containing the information or a custodian  
16 or other person who otherwise possessed or knew the information;

17 (h) Any putative class representative plaintiff named in this action;

18 (i) Any other person to whom the Designating Party agrees in writing or on the  
19 record and any other person to whom the Court compels access to Confidential Information.

20 7.3 Retention of Exhibit A. Outside Counsel for the Party that obtains the signed  
21 “Agreements To Be Bound By Protective Order” (Exhibit A), as required above, shall retain  
22 them for one year following the final termination of this action, including any appeals, and shall  
23 make them available to other Parties upon good cause shown.

24 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN  
25 OTHER LITIGATION

26 If a Party is served with a subpoena or a court order issued in other litigation that  
27 compels disclosure of any information or items designated in this action as “CONFIDENTIAL,”  
28 that Party must:

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

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

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

9 If the Designating Party timely seeks a protective order, the Party served with the  
10 subpoena or court order shall not produce any information designated in this action as  
11 “CONFIDENTIAL” before a determination by the court from which the subpoena or order  
12 issued, unless the Party has obtained the Designating Party’s permission. The Designating Party  
13 shall bear the burden and expense of seeking protection in that court of its confidential material –  
14 and nothing in these provisions should be construed as authorizing or encouraging a Receiving  
15 Party in this action to disobey a lawful directive from another court.

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

17 (a) The terms of this Order are applicable to information produced by a Non-Party in  
18 this action and designated as “CONFIDENTIAL.” Such information produced by Non-Parties in  
19 connection with this litigation is protected by the remedies and relief provided by this Order.  
20 Nothing in these provisions should be construed as prohibiting a Non-Party from seeking  
21 additional protections.

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

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

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

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

4 (c) If the Non-Party fails to object or seek a protective order from this court within 14  
5 days of receiving the notice and accompanying information, the Receiving Party may produce  
6 the Non-Party's confidential information responsive to the discovery request. If the Non-Party  
7 timely seeks a protective order, the Receiving Party shall not produce any information in its  
8 possession or control that is subject to the confidentiality agreement with the Non-Party before a  
9 determination by the court.<sup>1</sup> Absent a court order to the contrary, the Non-Party shall  
10 bear the burden and expense of seeking protection in this court of its Protected  
11 Material.

12 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

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

20 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE  
21 PROTECTED MATERIAL

22 When a Producing Party gives notice to Receiving Parties that certain inadvertently  
23 produced material is subject to a claim of privilege or other protection, the party making such an  
24 inadvertent disclosure, after learning of the such disclosure, shall immediately notify the party to  
25 whom the disclosure was made. The party to whom the inadvertent disclosure was made shall  
26 promptly return such material and all copies made thereof. In the event any party hereto receives  
27 any document from another party that is, on its face, obviously subject to the attorney-client

28 <sup>1</sup> The Purpose of this provision is to alert the interested parties to the existence of  
confidentiality rights of a Non-Party and to afford the Non-Party an opportunity to protect its  
confidentiality interests in this court.

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3 privilege, attorney work product doctrine, or any other privilege, that party shall immediately  
4 return such document and all copies the party made to the party who produced the document.  
5 The inadvertent disclosure of privileged or work product information shall not be deemed to be a  
6 waiver of any such privilege or work product protection.

7 12. MISCELLANEOUS

8 12.1 The terms of this Protective Order shall govern in all circumstances, and shall  
9 require the parties to meet and confer in advance of any proceeding in which confidential  
10 materials are to be presented in Court. This will allow the parties to determine whether any  
11 protections in addition to filing matters under seal or redacting confidential information as  
12 permitted by Local Rule 79-5 are necessary (e.g., presenting demonstrative exhibits to a closed  
13 Court). Where necessary, the parties shall seek the guidance of the Court as to appropriate  
14 procedures and protections for presenting confidential information in the courtroom.

15 12.2 Right to Further Relief. Nothing in this Order abridges the right of any person to  
16 seek its modification by the court in the future.

17 12.3 Right to Assert Other Objections. By stipulating to the entry of this Protective  
18 Order no Party waives any right it otherwise would have to object to disclosing or producing any  
19 information or item on any ground not addressed in this Stipulated Protective Order. Similarly,  
20 no Party waives any right to object on any ground to use in evidence of any of the material  
21 covered by this Protective Order.

22 12.4 Filing Protected Material. Without written permission from the Designating Party  
23 or a court order secured after appropriate notice to all interested persons, a Party may not file in  
24 the public record in this action any Protected Material. A Party that seeks to file under seal any  
25 Protected Material must comply with Civil Local Rule 79-5 and General Order 62. Protected  
26 Material may only be filed under seal pursuant to a court order authorizing the sealing of the  
27 specific Protected Material at issue. Pursuant to Civil Local Rule 79-5 and General Order 62, a  
28 sealing order will issue only upon a request establishing that the Protected Material at issue is  
privileged, protectable as a trade secret, or otherwise entitled to protection under the law. If a  
Receiving Party's request to file Protected Material under seal pursuant to Civil Local Rule 79-

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3 5(d) and General Order 62 is denied by the court, then the Receiving Party may file the  
4 information in the public record pursuant to Civil Local Rule 79-5(e) unless otherwise instructed  
5 by the court.

6 13. FINAL DISPOSITION

7 Within 120 days after the final disposition of this action, as defined in paragraph 4, each  
8 Receiving Party must return all Protected Material to the Producing Party or destroy such  
9 material. As used in this subdivision, “all Protected Material” includes all copies, abstracts,  
10 compilations, summaries, and any other format reproducing or capturing any of the Protected  
11 Material. Whether the Protected Material is returned or destroyed, the Receiving Party must  
12 submit a written certification to the Producing Party (and, if not the same person or entity, to the  
13 Designating Party) by the 120 day deadline that (1) identifies (by category, where appropriate)  
14 all the Protected Material that was returned or destroyed and (2) affirms that the Receiving Party  
15 has not retained any copies, abstracts, compilations, summaries or any other format reproducing  
16 or capturing any of the Protected Material. Notwithstanding this provision, Counsel are entitled  
17 to retain an archival copy of all pleadings, motion papers, trial, deposition, and hearing  
18 transcripts, legal memoranda, correspondence, deposition and trial exhibits, expert reports,  
19 attorney work product, and consultant and expert work product, even if such materials contain  
20 Protected Material. Any such archival copies that contain or constitute Protected Material  
21 remain subject to this Protective Order as set forth in Section 4 (DURATION).

22 **IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.**

23 DATED: October \_\_, 2012

24 \_\_\_\_\_  
25 Simon Bahne Paris  
26 Patrick Howard  
27 Charles J. Kocher  
28 **SALTZ, MONGELUZZI, BARRETT  
& BENDESKY, P.C.**  
One Liberty Place, 52nd Floor  
1650 Market Street  
Philadelphia, PA 19103  
*Attorneys for Plaintiffs and the putative Classes*

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DATED: October \_\_, 2012

David S. MacCuish  
Todd Benoff  
Lindsay G. Carlson  
Alex Akerman  
**ALSTON & BIRD LLP**  
333 S. Hope Street, 16<sup>th</sup> Floor  
Los Angeles, CA 90071  
*Attorneys for Defendants*

**PURSUANT TO STIPULATION, IT IS SO ORDERED:**

This Order terminates Dkt. No. 87.

DATED: October 17, 2012

  
Honorable Yvonne Gonzalez Rogers  
United States District Court Judge

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EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, \_\_\_\_\_, of \_\_\_\_\_, 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 Northern District of California on \_\_\_\_\_, 20\_\_\_\_, in the case of *Trabakoolas v. Watts Water Technologies et al.*, No. 3:12-cv-01172-YGR, 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 Northern 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: \_\_\_\_\_