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15  
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 17 AND VERTICAL INSTRUMENTS, INC.

18  
 19 UNITED STATES DISTRICT COURT  
 20 FOR THE NORTHERN DISTRICT OF CALIFORNIA  
 21 SAN JOSE DIVISION

22 AVOCET SPORTS TECHNOLOGY, INC.,  
 and VERTICAL INSTRUMENTS, INC.,

23 Plaintiffs,

24 v.

25 AMER SPORTS CORPORATION, SUUNTO  
 26 U.S.A., INC., AMER SPORTS U.S.A., and AMER  
 SPORTS WINTER & OUTDOOR  
 27 COMPANY, a Delaware Corporation,

28 Defendants.

Case No. CV-08-4264 JW

|XXXXXXXXXXXXXXXXX **STIPULATED  
 PROTECTIVE ORDER**

1 The parties to this action (“the Parties”) stipulate to the following Protective Order to apply to  
2 certain documents and information produced or disclosed in this case. The Parties believe that this  
3 order is necessary to protect the confidentiality of the parties’ source code and other proprietary  
4 technical and financial information.

5  
6 **1. PURPOSES AND LIMITATIONS**

7 Disclosure and discovery activity in this action are likely to involve production of confidential,  
8 proprietary, or private information for which special protection from public disclosure and from use  
9 for any purpose other than prosecuting this litigation would be warranted. Accordingly, the parties  
10 hereby stipulate to and petition the court to enter the following Stipulated Protective Order. The  
11 parties acknowledge that this Order does not confer blanket protections on all disclosures or responses  
12 to discovery and that the protection it affords extends only to the limited information or items that are  
13 entitled under the applicable legal principles to treatment as confidential. The parties further  
14 acknowledge, as set forth in Section 10, below, that this Stipulated Protective Order creates no  
15 entitlement to file confidential information under seal; Civil Local Rule 79-5 sets forth the procedures  
16 that must be followed and reflects the standards that will be applied when a party seeks permission  
17 from the court to file material under seal.  
18

19  
20 **2. DEFINITIONS**

21 2.1 Party: any party to this action, including all of its officers, directors, employees,  
22 consultants, retained experts, and outside counsel (and their support staff).  
23

24 2.2 Disclosure or Discovery Material: all items or information, regardless of the medium  
25 or manner generated, stored, or maintained (including, among other things, testimony,  
26 transcripts, or tangible things) that are produced or generated in disclosures or responses to  
27 discovery in this matter.  
28

1 2.3 “Confidential” Information or Items: information (regardless of how generated, stored  
2 or maintained) or tangible things that qualify for protection under standards developed  
3 under F.R.Civ.P. 26(c).  
4

5 2.4 “Highly Confidential – Attorneys’ Eyes Only” Information or Items: extremely  
6 sensitive “Confidential Information or Items” whose disclosure to another Party or nonparty  
7 would create a substantial risk of serious injury that could not be avoided by less restrictive  
8 means.  
9

10 2.5 Receiving Party: a Party that receives Disclosure or Discovery Material from a  
11 Producing Party.  
12

13 2.6 Producing Party: a Party or non-party that produces Disclosure or Discovery Material  
14 in this action.  
15

16 2.7. Designating Party: a Party or non-party that designates information or items that it  
17 produces in disclosures or in responses to discovery as “Confidential” or “Highly Confidential  
18 — Attorneys’ Eyes Only.”  
19

20 2.8 Protected Material: any Disclosure or Discovery Material that is designated as  
21 “Confidential” or as “Highly Confidential – Attorneys’ Eyes Only.”  
22

23 2.9. Outside Counsel: attorneys who are not employees of a Party but who are retained to  
24 represent or advise a Party in this action.  
25

26 2.10 House Counsel: attorneys who are employees of a Party.  
27

28 2.11 Counsel (without qualifier): Outside Counsel and House Counsel (as well as their  
support staffs).

1           2.12 Expert: a person with specialized knowledge or experience in a matter pertinent to  
2 the litigation who has been retained by a Party or its counsel to serve as an expert witness or as  
3 a consultant in this action and who is not a past or a current employee of a Party or of a  
4 competitor of a Party's and who, at the time of retention, is not anticipated to become an  
5 employee of a Party or a competitor of a Party's. This definition includes a professional jury or  
6 trial consultant retained in connection with this litigation.  
7

8           2.13 Professional Vendors: persons or entities that provide litigation support services (e.g.,  
9 photocopying; videotaping; translating; preparing exhibits or demonstrations; organizing,  
10 storing, retrieving data in any form or medium; etc.) and their employees and subcontractors.  
11

### 12           **3. SCOPE**

13  
14           The protections conferred by this Stipulation and Order cover not only Protected Material (as  
15 defined above), but also any information copied or extracted therefrom, as well as all copies, excerpts,  
16 summaries, or compilations thereof, plus testimony, conversations, or presentations by parties or  
17 counsel to or in court or in other settings that might reveal Protected Material.  
18

### 19           **4. DURATION**

20  
21           Even after the termination of this litigation, the confidentiality obligations imposed by this  
22 Order shall remain in effect until a Designating Party agrees otherwise in writing or a court order  
23 otherwise directs.  
24

### 25           **5. DESIGNATING PROTECTED MATERIAL**

26           5.1 Exercise of Restraint and Care in Designating Material for Protection. Each Party or non-  
27 party that designates information or items for protection under this Order must take care to limit any  
28

1 such designation to specific material that qualifies under the appropriate standards. A Designating  
2 Party must take care to designate for protection only those parts of material, documents, items, or oral  
3 or written communications that qualify – so that other portions of the material, documents, items, or  
4 communications for which protection is not warranted are not swept unjustifiably within the ambit of  
5 this Order.  
6

7           Mass, indiscriminate, or routinized designations are prohibited. Designations that are shown to  
8 be clearly unjustified, or that have been made for an improper purpose (e.g., to unnecessarily  
9 encumber or retard the case development process, or to impose unnecessary expenses and burdens on  
10 other parties), expose the Designating Party to sanctions.  
11

12           If it comes to a Party's or a non-party's attention that information or items that it designated  
13 for protection do not qualify for protection at all, or do not qualify for the level of protection initially  
14 asserted, that Party or non-party must promptly notify all other parties that it is withdrawing the  
15 mistaken designation.  
16

17           5.2 Manner and Timing of Designations. Except as otherwise provided in this Order (see, e.g.,  
18 second paragraph of section 5.2(a), below), or as otherwise stipulated or ordered, material that  
19 qualifies for protection under this Order must be clearly so designated before the material is disclosed  
20 or produced.  
21

22           Designation in conformity with this Order requires:  
23

24           (a) for information in documentary form (apart from transcripts of depositions or other pretrial  
25 or trial proceedings), that the Producing Party affix the legend "CONFIDENTIAL" or "HIGHLY  
26 CONFIDENTIAL – ATTORNEYS' EYES ONLY" at the top of each page that contains protected  
27 material. If only a portion or portions of the material on a page qualifies for protection, the Producing  
28

1 Party also must clearly identify the protected portion(s) (e.g., by making appropriate markings in the  
2 margins) and must specify, for each portion, the level of protection being asserted (either  
3 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”).  
4

5 A Party or non-party that makes original documents or materials available for inspection need  
6 not designate them for protection until after the inspecting Party has indicated which material it would  
7 like copied and produced. During the inspection and before the designation, all of the material made  
8 available for inspection shall be deemed “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES  
9 ONLY.” After the inspecting Party has identified the documents it wants copied and produced, the  
10 Producing Party must determine which documents, or portions thereof, qualify for protection under  
11 this Order, then, before producing the specified documents, the Producing Party must affix the  
12 appropriate legend (“CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES  
13 ONLY”) at the top of each page that contains Protected Material. If only a portion or portions of the  
14 material on a page qualifies for protection, the Producing Party also must clearly identify the protected  
15 portion(s) (e.g., by making appropriate markings in the margins) and must specify, for each portion,  
16 the level of protection being asserted (either “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL –  
17 ATTORNEYS’ EYES ONLY”).  
18  
19

20 (b) for testimony given in deposition or in other pretrial or trial proceedings, that the Party or  
21 non-party offering or sponsoring the testimony identify on the record, before the close of the  
22 deposition, hearing, or other proceeding, all protected testimony, and further specify any portions of  
23 the testimony that qualify as “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY.” When it  
24 is impractical to identify separately each portion of testimony that is entitled to protection, and when it  
25 appears that substantial portions of the testimony may qualify for protection, the Party or non-party  
26 that sponsors, offers, or gives the testimony may invoke on the record (before the deposition or  
27 proceeding is concluded) a right to have up to 20 days to identify the specific portions of the testimony  
28

1 as to which protection is sought and to specify the level of protection being asserted  
2 (“CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”). Only those  
3 portions of the testimony that are appropriately designated for protection within the 20 days shall be  
4 covered by the provisions of this Stipulated Protective Order.  
5

6 Transcript pages containing Protected Material must be separately bound by the court reporter,  
7 who must affix to the top of each such page the legend “CONFIDENTIAL” or “HIGHLY  
8 CONFIDENTIAL – ATTORNEYS’ EYES ONLY,” as instructed by the Party or nonparty offering or  
9 sponsoring the witness or presenting the testimony.  
10

11 (c) for information produced in some form other than documentary, and for any other tangible  
12 items, that the Producing Party affix in a prominent place on the exterior of the container or containers  
13 in which the information or item is stored the legend “CONFIDENTIAL” or “HIGHLY  
14 CONFIDENTIAL – ATTORNEYS’ EYES ONLY.” If only portions of the information or item  
15 warrant protection, the Producing Party, to the extent practicable, shall identify the protected portions,  
16 specifying whether they qualify as “Confidential” or as “Highly Confidential – Attorneys’ Eyes  
17 Only.”  
18

19  
20 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent failure to designate  
21 qualified information or items as “Confidential” or “Highly Confidential – Attorneys’ Eyes Only”  
22 does not, standing alone, waive the Designating Party’s right to secure protection under this Order for  
23 such material. If material is appropriately designated as “Confidential” or “Highly Confidential –  
24 Attorneys’ Eyes Only” after the material was initially produced, the Receiving Party, on timely  
25 notification of the designation, must make reasonable efforts to assure that the material is treated in  
26 accordance with the provisions of this Order.  
27  
28

## 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

1  
2  
3 6.1 Timing of Challenges. Unless a prompt challenge to a Designating Party's confidentiality  
4 designation is necessary to avoid foreseeable substantial unfairness, unnecessary economic burdens, or  
5 a later significant disruption or delay of the litigation, a Party does not waive its right to challenge a  
6 confidentiality designation by electing not to mount a challenge promptly after the original  
7 designation is disclosed.

8  
9 6.2 Meet and Confer. A Party that elects to initiate a challenge to a Designating Party's  
10 confidentiality designation must do so in good faith and must begin the process by conferring directly  
11 (in voice to voice dialogue; other forms of communication are not sufficient) with counsel for the  
12 Designating Party. In conferring, the challenging Party must explain the basis for its belief that the  
13 confidentiality designation was not proper and must give the Designating Party an opportunity to  
14 review the designated material, to reconsider the circumstances, and, if no change in designation is  
15 offered, to explain the basis for the chosen designation. A challenging Party may proceed to the next  
16 stage of the challenge process only if it has engaged in this meet and confer process first.

17  
18  
19 6.3 Judicial Intervention. A Party that elects to press a challenge to a confidentiality  
20 designation after considering the justification offered by the Designating Party may file and serve a  
21 motion under Civil Local Rule 7 (and in compliance with Civil Local Rule 79-5, if applicable) that  
22 identifies the challenged material and sets forth in detail the basis for the challenge. Each such motion  
23 must be accompanied by a competent declaration that affirms that the movant has complied with the  
24 meet and confer requirements imposed in the preceding paragraph and that sets forth with specificity  
25 the justification for the confidentiality designation that was given by the Designating Party in the meet  
26 and confer dialogue.  
27  
28



1 The burden of persuasion in any such challenge proceeding shall be on the Designating Party.  
2 Until the court rules on the challenge, all parties shall continue to afford the material in question the  
3 level of protection to which it is entitled under the Producing Party's designation.  
4

5 **7. ACCESS TO AND USE OF PROTECTED MATERIAL**

6  
7 7.1 Basic Principles. A Receiving Party may use Protected Material that is disclosed or  
8 produced by another Party or by a non-party in connection with this case only for prosecuting,  
9 defending, or attempting to settle this litigation. Such Protected Material may be disclosed only to the  
10 categories of persons and under the conditions described in this Order. When the litigation has been  
11 terminated, a Receiving Party must comply with the provisions of section 11, below (FINAL  
12 DISPOSITION).  
13

14 Protected Material must be stored and maintained by a Receiving Party at a location and in a  
15 secure manner that ensures that access is limited to the persons authorized under this Order.  
16

17 7.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless otherwise ordered by the  
18 court or permitted in writing by the Designating Party, a Receiving Party may disclose any  
19 information or item designated CONFIDENTIAL only to:  
20

21 (a) the Receiving Party's Outside Counsel of record in this action, as well as employees of said  
22 Counsel to whom it is reasonably necessary to disclose the information for this litigation and who  
23 have signed the "Agreement to Be Bound by Protective Order" that is attached hereto as Exhibit A;  
24

25 (b) the officers, directors, and employees (including House Counsel) of the Receiving Party to  
26 whom disclosure is reasonably necessary for this litigation and who have signed the "Agreement to Be  
27 Bound by Protective Order" (Exhibit A);  
28

1 (c) experts (as defined in this Order) of the Receiving Party to whom disclosure is reasonably  
2 necessary for this litigation and who have signed the “Agreement to Be Bound by Protective Order”  
3 (Exhibit A);  
4

5 (d) the Court and its personnel;

6  
7 (e) court reporters, their staffs, and professional vendors to whom disclosure is reasonably  
8 necessary for this litigation and who have signed the “Agreement to Be Bound by Protective Order”  
9 (Exhibit A);  
10

11 (f) during their depositions, witnesses in the action to whom disclosure is reasonably necessary  
12 and who have signed the “Agreement to Be Bound by Protective Order” (Exhibit A). Pages of  
13 transcribed deposition testimony or exhibits to depositions that reveal Protected Material must be  
14 separately bound by the court reporter and may not be disclosed to anyone except as permitted under  
15 this Stipulated Protective Order.  
16

17 (g) the author of the document or the original source of the information.

18  
19 7.3 Disclosure of “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” Information  
20 or Items. Unless otherwise ordered by the court or permitted in writing by the Designating Party, a  
21 Receiving Party may disclose any information or item designated “HIGHLY CONFIDENTIAL –  
22 ATTORNEYS’ EYES ONLY” only to:

23  
24 (a) the Receiving Party’s Outside Counsel of record in this action, as well as employees of said  
25 Counsel to whom it is reasonably necessary to disclose the information for this litigation and who  
26 have signed the “Agreement to Be Bound by Protective Order” that is attached hereto as Exhibit A;  
27  
28

1 (b) Counsel not of record for the parties: Thomas M. Freiburger, Counsel for the Plaintiffs,  
2 and Terence O'Brien, Counsel for the Defendant;

3  
4 (c) Experts (as defined in this Order) (1) to whom disclosure is reasonably necessary for this  
5 litigation, (2) who have signed the "Agreement to Be Bound by Protective Order" (Exhibit A),

6  
7 (d) the Court and its personnel;

8 (e) court reporters, their staffs, and professional vendors to whom disclosure is reasonably  
9 necessary for this litigation and who have signed the "Agreement to Be Bound by Protective Order"  
10 (Exhibit A); and

11  
12 (f) the author of the document or the original source of the information.

13  
14 7.4 Procedures for Approving Disclosure of "HIGHLY CONFIDENTIAL – ATTORNEYS'  
15 EYES ONLY" Information or Items to "Experts"

16  
17 (a) Unless otherwise ordered by the court or agreed in writing by the Designating Party, a  
18 Party that seeks to disclose to an "Expert" (as defined in this Order) any information or item that has  
19 been designated "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY" first must make a  
20 written request to the Designating Party that (1) identifies the specific HIGHLY CONFIDENTIAL  
21 information that the Receiving Party seeks permission to disclose to the Expert, (2) sets forth the full  
22 name of the Expert and the city and state of his or her primary residence, (3) attaches a copy of the  
23 Expert's current resume, (4) identifies the Expert's current employer(s), (5) identifies each person or  
24 entity from whom the Expert has received compensation for work in his or her areas of expertise or to  
25 whom the expert has provided professional services at any time during the preceding five years, and  
26 (6) identifies (by name and number of the case, filing date, and location of court) any litigation in  
27

1 connection with which the Expert has provided any professional services during the preceding five  
2 years.

3  
4 (b) A Party that makes a request and provides the information specified in the preceding  
5 paragraph may disclose the subject Protected Material to the identified Expert unless, within five court  
6 days of delivering the request, the Party receives a written objection from the Designating Party. Any  
7 such objection must set forth in detail the grounds on which it is based.

8  
9 (c) A Party that receives a timely written objection must meet and confer with the Designating  
10 Party (through direct voice to voice dialogue) to try to resolve the matter by agreement. If no  
11 agreement is reached, the Party seeking to make the disclosure to the Expert may file a motion as  
12 provided in Civil Local Rule 7 (and in compliance with Civil Local Rule 79-5, if applicable) seeking  
13 permission from the court to do so. Any such motion must describe the circumstances with specificity,  
14 set forth in detail the reasons for which the disclosure to the Expert is reasonably necessary, assess the  
15 risk of harm that the disclosure would entail and suggest any additional means that might be used to  
16 reduce that risk. In addition, any such motion must be accompanied by a competent declaration in  
17 which the movant describes the parties' efforts to resolve the matter by agreement (i.e., the extent and  
18 the content of the meet and confer discussions) and sets forth the reasons advanced by the Designating  
19 Party for its refusal to approve the disclosure. In any such proceeding the Party opposing disclosure to  
20 the Expert shall bear the burden of proving that the risk of harm that the disclosure would entail (under  
21 the safeguards proposed) outweighs the Receiving Party's need to disclose the Protected Material to  
22 its Expert.  
23  
24  
25  
26  
27  
28

1                   **8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN**  
2 **OTHER LITIGATION.**

3  
4                   If a Receiving Party is served with a subpoena or an order issued in other litigation that would  
5 compel disclosure of any information or items designated in this action as “CONFIDENTIAL” or  
6 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY,” the Receiving Party must so notify  
7 the Designating Party, in writing (by electronic mail or fax, if possible) immediately and in no event  
8 more than three court days after receiving the subpoena or order. Such notification must include a  
9 copy of the subpoena or court order.  
10

11                   The Receiving Party also must immediately inform in writing the Party who caused the  
12 subpoena or order to issue in the other litigation that some or all the material covered by the subpoena  
13 or order is the subject of this Protective Order. In addition, the Receiving Party must deliver a copy of  
14 this Stipulated Protective Order promptly to the Party in the other action that caused the subpoena or  
15 order to issue.  
16

17                   The purpose of imposing these duties is to alert the interested parties to the existence of this  
18 Protective Order and to afford the Designating Party in this case an opportunity to try to protect its  
19 confidentiality interests in the court from which the subpoena or order issued. The Designating Party  
20 shall bear the burdens and the expenses of seeking protection in that court of its confidential material –  
21 and nothing in these provisions should be construed as authorizing or encouraging a Receiving Party  
22 in this action to disobey a lawful directive from another court.  
23  
24

25                   **9. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

26                   If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed Protected  
27 Material to any person or in any circumstance not authorized under this Stipulated Protective Order,  
28

1 the Receiving Party must immediately (a) notify in writing the Designating Party of the unauthorized  
2 disclosures, (b) use its best efforts to retrieve all copies of the Protected Material, (c) inform the  
3 person or persons to whom unauthorized disclosures were made of all the terms of this Order, and (d)  
4 request such person or persons to execute the “Acknowledgment and Agreement to Be Bound” that is  
5 attached hereto as Exhibit A.  
6

#### 7 **10. FILING PROTECTED MATERIAL.**

8  
9 Without written permission from the Designating Party or a court order secured after  
10 appropriate notice to all interested persons, a Party may not file in the public record in this action any  
11 Protected Material. A Party that seeks to file under seal any Protected Material must comply with  
12 Civil Local Rule 79-5.  
13

#### 14 **11. FINAL DISPOSITION.**

15  
16 Unless otherwise ordered or agreed in writing by the Producing Party, within sixty days after  
17 the final termination of this action, each Receiving Party must return all Protected Material to the  
18 Producing Party. As used in this subdivision, “all Protected Material” includes all copies, abstracts,  
19 compilations, summaries or any other form of reproducing or capturing any of the Protected Material.  
20 With permission in writing from the Designating Party, the Receiving Party may destroy some or all  
21 of the Protected Material instead of returning it. Whether the Protected Material is returned or  
22 destroyed, the Receiving Party must submit a written certification to the Producing Party (and, if not  
23 the same person or entity, to the Designating Party) by the sixty day deadline that identifies (by  
24 category, where appropriate) all the Protected Material that was returned or destroyed and that affirms  
25 that the Receiving Party has not retained any copies, abstracts, compilations, summaries or other  
26 forms of reproducing or capturing any of the Protected Material. Notwithstanding this provision,  
27 Counsel are entitled to retain an archival copy of all pleadings, motion papers, transcripts, legal  
28

1 memoranda, correspondence or attorney work product, even if such materials contain Protected  
2 Material. Any such archival copies that contain or constitute Protected Material remain subject to this  
3 Protective Order as set forth in Section 4 (DURATION), above.  
4

5 **12. MISCELLANEOUS**

6  
7 12.1 Right to Further Relief. Nothing in this Order abridges the right of any person to seek its  
8 modification by the Court in the future.

9  
10 12.2 Right to Assert Other Objections. By stipulating to the entry of this Protective Order no  
11 Party waives any right it otherwise would have to object to disclosing or producing any information or  
12 item on any ground not addressed in this Stipulated Protective Order. Similarly, no Party waives any  
13 right to object on any ground to use in evidence of any of the material covered by this Protective  
14 Order.

15  
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1  
2 DATED: March 19, 2009

Respectfully submitted,

3 /s/ Frear Stephen Schmid  
4 Frear Stephen Schmid, Attorney for Plaintiffs  
5 AVOCET SPORTS TECHNOLOGY, INC.,  
AND VERTICAL INSTRUMENTS, INC.

6 DATED: March 19, 2009

FOX LAW GROUP, LLC

7 /s/ Bradley Fox  
8 Bradley Fox, Attorneys for Defendant AMER  
9 SPORTS WINTER & OUTDOOR COMPANY

10 Pursuant to Stipulation, it is so ORDERED.

11  
12 By: Patricia V. Trumbull  
13 The Honorable |XXXXXXXXXXXXX Patricia V. Trumbull  
14 United States |XXXXXXXXXXXXXXXXXXXX  
15 Magistrate Judge  
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**EXHIBIT A**  
**UNDERTAKING**

I, \_\_\_\_\_ state that:

1. My address is \_\_\_\_\_

2. My present employer is \_\_\_\_\_.

3. I have received a copy of the Stipulated Protective Order in the matter of Avocet Sports Technology, Inc. et al. v. Amer Sports Winter & Outdoor Company, United States District Court for the Northern District of California at San Jose, Civil Case No. CV-08-4264-JW, signed by United States District Court Judge James Ware on \_\_\_\_\_, 2009.

4. I have carefully read and understand the provisions of the Protective Order. I will comply with all of its provisions, including holding in confidence and not disclosing to anyone not qualified under the Protective Order, any information designated "Confidential" or "Confidential-Attorneys' Eyes Only" or any words, notes, summaries, abstracts, or indices of designated information, and copies thereof, which come into my possession, and documents or things which I have prepared relating thereto.

5. I hereby consent to be subject to personal jurisdiction of the United States District Court for the Northern District of California at San Jose in respect to any proceeding relating to the enforcement of the Protective Order, including any proceedings relating to contempt of Court.

Dated: \_\_\_\_\_, 2009

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name