

UNITED STATES PATENT AND TRADEMARK OFFICE

BEFORE THE PATENT TRIAL AND APPEAL BOARD

SAVANT TECHNOLOGIES LLC d/b/a GE LIGHTING,
and LEDVANCE LLC

Petitioners,

v.

FEIT ELECTRIC COMPANY, INC.,
Patent Owner.

IPR2024-01357
Patent 8,604,678

SAVANT TECHNOLOGIES LLC d/b/a GE LIGHTING,
ELONG INTERNATIONAL USA INC., and
XIAMEN LONGSTAR LIGHTING CO. LTD.

Petitioners,

v.

FEIT ELECTRIC COMPANY, INC.,
Patent Owner.

IPR2025-00260
Patent 8,604,678

**PETITIONERS' MOTION FOR ENTRY OF STIPULATED
PROTECTIVE ORDER AND MOTION TO SEAL**

Pursuant to 37 C.F.R. §§ 42.14 and 42.54, Petitioners (1) request entry of the stipulated protective order attached as Exhibit A and (2) move to seal EX1091 that accompanies Petitioner's Opposition to PO's Motion for Additional Discovery.

I. GOOD CAUSE EXISTS TO ENTER THE PROTECTIVE ORDER

Patent Owner requested and Petitioners agreed that, in lieu of the Board's default protective order, the parties request that the Board enter the same protective order terms already entered by the U.S. District Court for the Eastern District of Kentucky in *Feit Electric Company, Inc. v. LEDVANCE, LLC*, E.D.K.Y. Case No. 5:24-CV-00031-DCR).¹ Patent Owner submits that good cause exists for entry of these protective order terms for three reasons. First, the LEDVANCE Petitioner and Patent Owner have already agreed to the terms of the protective order in the parallel district court litigation, which promotes consistency amongst the two proceedings. Second, the district court's protective order contains all of the protections of the default protective order, so it is consistent with Board practice. Third, the primary difference between the district court's protective order and the Board's default protective order is the addition of a tier for Highly Confidential – Attorney's Eyes Only information, which is necessary given that the parties are

¹ In the alternative, Petitioners request entry of the Board's Default Protective Order.

competitors and Patent Owner expects that some of the information to be produced in this proceeding is highly confidential. *See, e.g., Lornic Design, Inc. v. Humboldt B.V.*, IPR2019-00346, Paper 14 at 3 (PTAB Aug. 14, 2019); *see also Consolidated Trial Practice Guide* at 116 (contemplating the use of a protective order entered in a parallel district court proceeding where provisions unnecessary in PTAB proceedings are removed).

Attached as Exhibit B is a redline comparison of the proposed protective order terms compared to the Board's default protective order. Because the two documents did not begin from a common origin, the redline comparison may be difficult to follow. Accordingly, Patent Owner provides the following explanation of the differences between the proposed protective order the and the default order.

Designation of confidential information (Default Protective Order ¶1) is included in Sections 2-5, with additional definitions for information that falls under each category. These paragraphs also include a second tier of confidentiality for Highly Confidential – Attorney's Eyes Only information. Identification of individuals that may have access to such information (Default Protective Order ¶¶2-3) is included in Sections 6(a)-(b). Maintenance of confidential information (Default Protective Order ¶4) is provided in Sections 6(c)-(d). Use of confidential information in filings before the Board (Default Protective Order ¶5) is included in Sections 7-8. Acknowledgement for access to confidential information (Default

Protective Order Standard Acknowledgement) is also included as Attachment A.

Other new provisions in the modified protective order include provisions for inadvertent production of confidential or privileged materials (Sections 11-13) and disposal of confidential information (Section 16). The Office Trial Practice Guide (TPG) states that “a document or thing will be made publicly available, unless a party files a motion to seal that is then granted by the Board.” Office Trial Practice Guide (Nov. 2019) at 19; see also 35 U.S.C. §316(a)(7). “The document or thing will be protected on receipt of the motion and remain so, pending the outcome of the decision on motion.” *Id.* The TPG states that “protective orders may be issued for good cause by the Board to protect a party from disclosing confidential information.” *Id.* at 20 (citing C.F.R. § 42.54).

II. CERTIFICATION OF CONFERENCING WITH OPPOSING PARTY PURSUANT TO 37 C.F.R. § 42.54

Petitioners certify that they have conferred with Patent Owner, and the parties have agreed to the terms of the modified protective order attached as Exhibit A.

III. GOOD CAUSE EXISTS TO SEAL EX1091

A motion to seal is governed by a two-part standard: the movant must (1) show good cause to seal the document, and (2) narrowly tailor the request to cover only truly confidential information. *Argentum Pharm. LLC v. Alcon*

Research, Ltd., IPR2017-01053, Paper 27 at 4 (PTAB Jan. 19, 2018) (informative); *see* 37 C.F.R. § 42.54(a). Both requirements are satisfied here.

EX1091 is a corporate organizational chart. The exhibit is maintained in confidence by LEDVANCE in the ordinary course of business, is not publicly available, and reflects commercially sensitive information whose disclosure would give competitors, including Patent Owner, insight into LEDVANCE's internal business matters. Good cause therefore exists to seal EX1091 as Highly Confidential – Attorney's Eyes Only under the proposed protective order.

The request is also narrowly tailored. Petitioners seek to seal only EX1091 and do not seek to seal the Opposition itself or any other exhibit. Petitioners have further limited their reference to the contents of EX1091 in the Opposition to the level of generality necessary to address Patent Owner's motion.

IV. CONCLUSION

For the foregoing reasons, the parties requests that the Board enter the protective order attached as Exhibit A and Petitioner requests that EX1091 be entered under seal as Highly Confidential – Attorney's Eyes Only information under the protective order.

Date: April 17, 2026

Respectfully submitted,

/s/David C. Radulescu

IPR2024-01357, IPR2025-00260

U.S. Patent No. 8,604,678

David C. Radulescu, Lead Counsel

Reg. No. 36,250

EXHIBIT A

UNITED STATES PATENT AND TRADEMARK OFFICE

BEFORE THE PATENT TRIAL AND APPEAL BOARD

SAVANT TECHNOLOGIES LLC d/b/a GE LIGHTING and LEDVANCE LLC,
Petitioners,

v.

FEIT ELECTRIC COMPANY, INC.,
Patent Owner.

IPR2024-01357 (Patent 8,604,678 B2)

SAVANT TECHNOLOGIES LLC d/b/a GE LIGHTING,
ELONG INTERNATIONAL USA INC., and
XIAMEN LONGSTAR LIGHTING CO. LTD,
Petitioners,

v.

FEIT ELECTRIC COMPANY, INC.,
Patent Owner.

IPR2025-00260 (Patent 8,604,678 B2)

PROTECTIVE ORDER

Mail Stop Patent Board
Patent Trial and Appeal Board
U.S. Patent and Trademark Office
P.O. Box 1450
Alexandria, VA 22313-1450

The following Protective Order will govern the filing and treatment of confidential information in this proceeding, including documents and testimony.

1. Scope. All disclosures, affidavits and declarations and exhibits thereto, deposition testimony and exhibits, discovery responses, documents, electronically stored information, tangible objects, information, and other things produced, provided, or disclosed in the course of this action which may be subject to restrictions on disclosure under this Order, and information derived directly therefrom (hereinafter referred to as “documents”), shall be subject to this Order as set forth below. As there is a presumption in favor of open and public judicial proceedings before the Patent Trial and Appeal Board (the “Board”), this Order shall be strictly construed in favor of public disclosure and open proceedings wherever possible. The Order is also subject to the rules on Trial Practice Before the Patent Trial and Appeal Board on matters of procedure and calculation of time periods.

2. Form and Timing of Designation. Any documents produced by any party or nonparty (“Producing Party”) as part of discovery in this action to another party (“Receiving Party”) may be designated by the Producing Party (the “Designating Party”) as confidential and restricted in disclosure under this Order by placing or affixing the words “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” on the document in a manner that will not interfere with the legibility of the information or materials and that will permit complete removal of the designation. Documents shall be designated prior to or at the time of the production or disclosure of the documents. When a tangible object is produced for inspection subject to protection under this Order, a photograph thereof shall be produced at the time of inspection labeled with the designation CONFIDENTIAL or HIGHLY CONFIDENTIAL - ATTORNEYS EYES ONLY. Thereafter any information learned or

obtained as a result of the inspection shall be subject to protection under this Order in accordance with the applicable designation. When electronically stored information is produced which cannot itself be marked with the designation CONFIDENTIAL or HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY the physical media on which such electronically stored information is produced shall be marked with the applicable designation. The party receiving such electronically stored information shall then be responsible for labeling any copies that it creates thereof, whether electronic or paper, with the applicable designation. By written stipulation the parties may agree temporarily to designate original documents that are produced for inspection CONFIDENTIAL or HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY even though the original documents being produced have not themselves been so labeled. All information learned in the course of such an inspection shall be protected in accordance with the stipulated designation. The copies of documents that are selected for copying during such an inspection shall be marked CONFIDENTIAL or HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY as required under this Order and thereafter the copies shall be subject to protection under this Order in accordance with their designation. The designation of documents for protection under this Order does not mean that the document has any status or protection by statute or otherwise except to the extent and for the purposes of this Order.

3. Documents Which May be Designated CONFIDENTIAL. Any Producing Party may designate documents as CONFIDENTIAL upon making a good faith determination that the documents contain information protected from disclosure by statute or that should be protected from disclosure as confidential business or personal information, medical or psychiatric information, trade secrets, personnel records, or such other sensitive commercial

information that is not publicly available. Public records and documents that are publicly available may not be designated for protection under this Order.

4. Documents Which May be Designated HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY. Any Producing Party may designate documents as HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY upon making a good faith determination that the documents contain information protected from disclosure by statute or that should be protected from disclosure as trade secrets or other highly sensitive business or personal information, the disclosure of which is likely to cause significant harm to an individual or to the business or competitive position of the Designating Party. HIGHLY CONFIDENTIAL - ATTORNEYS’ EYES ONLY information may include, without limitation, highly sensitive technical and/or operational information about the Designating Party and its products and services, highly sensitive investor information, highly sensitive financial information, highly sensitive agreements, licenses, or licensing information, marketing plans and forecasts, pricing and cost information, customer names and lists, sensitive personnel information that would not or could not otherwise normally be shared outside the company, and any other information the Designating Party in good faith believes falls within the scope of this provision.

5. Depositions. Deposition testimony shall be deemed CONFIDENTIAL or HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY only if designated as such. Such designation shall be specific as to the portions of the transcript or any exhibit to be designated for protection under this Order. By stipulation read into the record the parties may agree temporarily to designate an entire deposition and the exhibits used therein for protection under this Order pending receipt and review of the transcript. In such a circumstance, the parties shall review the transcript within thirty days of the receipt thereof and specifically designate the

testimony and exhibits that will be protected under this Order. Thereafter, the deposition transcripts and any of those portions so designated shall be protected, pending objection, under the terms of this Order.

6. Protection of Confidential Material.

(a) Protection of Documents Designated CONFIDENTIAL. Documents designated CONFIDENTIAL under this Order shall not be used for any purpose whatsoever other than the prosecution or defense of this action, and of any appeal thereof. The parties and counsel for the parties shall not disclose or permit the disclosure of any documents designated CONFIDENTIAL to any third person or entity except as set forth in subparagraphs (1)-(8). Subject to these requirements, the following categories of persons may be allowed to review documents that have been designated CONFIDENTIAL:

1. **Outside Counsel of Record.** Outside counsel of record for the parties and employees and agents of counsel who have responsibility for the preparation and trial of the action.
2. **Parties.** In-house counsel who are involved in the litigation of this action and who have the need to see such information such information, but only after such persons have completed the certification contained in Attachment A, Acknowledgment of Understanding and Agreement to Be Bound. Any signed Acknowledgment of Understanding and Agreement to Be Bound will be produced to the other party within five (5) business days after execution.
3. **The Board and Director.** The Patent Trial and Appeal Board and the Director, and their respective personnel.

4. **Court Reporters and Videographers.** Court reporters and videographers, and their staff employed in connection with this action.
5. **Persons Creating or Receiving Documents.** Any person who authored or received the designated document or a custodian or other person who otherwise possessed or knew the information.
6. **Consultants and Experts.** Consultants or experts, and their employees, employed by the parties or counsel for the parties to assist in the preparation and trial of this action or proceeding, but only after such persons have completed the certification contained in Attachment A, Acknowledgment of Understanding and Agreement to Be Bound. Before the first disclosure of any information designated CONFIDENTIAL is made to an outside expert or consultant, the party seeking to share information with the expert shall first give written notice to the other party. Such notice shall include (i) a copy of the individual's current curriculum vitae, (ii) identification of any consulting or other relationship to the parties in this litigation within the last five (5) years (excluding disclosure of the details of any non-testifying litigation consulting, but including disclosure of the identification of the entities for which consulting was provided to the extent allowable under the relevant agreements), and (iii) any deposition or trial testimony given within the last four (4) years. The other party shall have five (5) business days to object. The parties shall attempt to resolve any objections informally. Within five (5) business days of receipt of an objection, the parties shall meet and confer to attempt to

resolve their dispute. If the objections cannot be resolved, the party opposing disclosure of the CONFIDENTIAL information to the expert or consultant may raise the issue with the Board in accordance with the Board's procedures. If the issue is raised with the Board, the party opposing disclosure shall bear the burden of proof with respect to the propriety of its objection and blocking of said individual from serving as an expert or consultant in this action. After meeting and conferring in an attempt to resolve the issue, any party that fails to raise such an issue with the Board within seven (7) business days of notifying a party of an objection under shall be deemed to have waived such objection and the parties shall be deemed to have agreed upon disclosure to the expert for purposes of this section. The parties may agree to extend the deadlines in this section by mutual agreement in writing. Any signed Acknowledgment of Understanding and Agreement to Be Bound will be produced to the other party within five (5) business days after execution.

7. **Vendors.** Vendors retained by counsel for a party for purposes of performing services in connection with this litigation, including, without limitation, photocopying, scanning, managing or hosting electronic documents produced during discover, and preparing demonstrative or other exhibit for deposition, trial, or other court proceedings.
8. **Others by Consent.** Other persons only by written consent of the Producing Party or upon order of the Board and on such conditions as may be agreed or ordered. All such persons shall execute the certification

contained in Attachment A, Acknowledgment of Understanding and Agreement to Be Bound. Any signed Acknowledgment of Understanding and Agreement to Be Bound will be produced to the other party within five (5) business days after execution.

(b) Protection of Documents Designated HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY. Documents designated HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY under this Order shall not be used for any purpose whatsoever other than prosecution or defense of this action, and of any appeal thereof. The parties and counsel for the parties shall not disclose or permit the disclosure of any documents designated HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY to any third person or entity except as set forth in subparagraphs (1)-(7). Subject to these requirements, the following categories of persons may be allowed to review documents that have been designated HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY:

- 1. Outside Counsel of Record.** Outside counsel of record for the parties and employees and agents of counsel who have responsibility for the preparation and trial of the action.
- 2. The Board and Director.** The Patent Trial and Appeal Board and the Director, and their respective personnel.
- 3. Court Reporters and Videographers.** Court reporters and videographers, and their staff employed in connection with this action.
- 4. Persons Creating or Receiving Documents.** Any person who authored or received the designated document or a custodian or other person who otherwise possessed or knew the information.

5. Consultants and Experts. Consultants or experts, and their employees, employed by the parties or counsel for the parties to assist in the preparation and trial of this action or proceeding, but only after such persons have completed the certification contained in Attachment A, Acknowledgment of Understanding and Agreement to Be Bound. Before the first disclosure of any information designated HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY is made to an outside expert or consultant, the party seeking to share information with the expert shall first give written notice to the other party. Such notice shall include (i) a copy of the individual’s current curriculum vitae, (ii) identification of any consulting or other relationship to the parties in this litigation within the last five (5) years (excluding disclosure of the details of any non-testifying litigation consulting, but including disclosure of the identification of the entities for which consulting was provided to the extent allowable under the relevant agreements), and (iii) any deposition or trial testimony given within the last four (4) years. The other party shall have five (5) business days to object. The parties shall attempt to resolve any objections informally. Within five (5) business days of receipt of an objection, the parties shall meet and confer to attempt to resolve their dispute. If the objections cannot be resolved, the party opposing disclosure of the HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY information to the expert or consultant may raise the issue with the Board in accordance with the Board’s procedures. If the issue is raised with the

Board, the party opposing disclosure shall bear the burden of proof with respect to the propriety of its objection and blocking of said individual from serving as an expert or consultant in this action. After meeting and conferring in an attempt to resolve the issue, any party that fails to raise such an issue with the Board within seven (7) business days of notifying a party of an objection under shall be deemed to have waived such objection and the parties shall be deemed to have agreed upon disclosure to the expert for purposes of this section. The parties may agree to extend the deadlines in this section by mutual agreement in writing. Any signed Acknowledgment of Understanding and Agreement to Be Bound will be produced to the other party within five (5) business days after execution.

6. **Vendors.** Vendors retained by counsel for a party for purposes of performing services in connection with this litigation, including, without limitation, photocopying, scanning, managing or hosting electronic documents produced during discover, and preparing demonstrative or other exhibit for deposition, trial, or other court proceedings.
7. **Others by Consent.** Other persons only by written consent of the Producing Party or upon order of the Board and on such conditions as may be agreed or ordered. All such persons shall execute the certification contained in Attachment A, Acknowledgment of Understanding and Agreement to Be Bound. Any signed Acknowledgment of Understanding and Agreement to Be Bound will be produced to the other party within five (5) business days after execution.

(c) **Control of Documents.** Counsel for the parties shall take reasonable and appropriate measures to prevent unauthorized disclosure of documents designated as CONFIDENTIAL or HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY pursuant to the terms of this Order. Counsel shall maintain the originals of the forms signed by persons acknowledging their obligations under this Order for a period of 1 year after dismissal of the action, the entry of final judgment and/or the conclusion of any appeals arising therefrom.

(d) **Copies.** All copies, electronic images, duplicates, extracts, summaries or descriptions (hereinafter referred to collectively as “copies”) of documents designated as CONFIDENTIAL or HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY under this Order, or any individual portion of such a document, shall be affixed with the designation “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” if the word does not already appear on the copy. All such copies shall thereafter be entitled to the protection of this Order. The term “copies” shall not include indices, electronic databases or lists of documents provided these indices, electronic databases or lists do not contain substantial portions or images of the text of designated documents or otherwise disclose the substance of the confidential information contained in those documents.

7. Filing of CONFIDENTIAL or HIGHLY CONFIDENTIAL - ATTORNEYS’ EYES ONLY Documents Under Seal. (a) A party may file documents or information with the Board along with a Motion to Seal. The Motion to Seal should provide a non-confidential description of the nature of the confidential information that is under seal, and set forth the reasons why the information is confidential and should not be made available to the public. A party may challenge the confidentiality of the information by opposing the Motion to Seal. The documents or information shall remain under seal unless the Board determines that some or all

of it does not qualify for confidential treatment. (b) Where confidentiality is alleged as to some but not all of the information submitted to the Board, the submitting party shall file confidential and non-confidential versions of its submission, together with a Motion to Seal the confidential version setting forth the reasons why the information redacted from the non-confidential version is confidential and should not be made available to the public. A party may challenge the confidentiality of the information by opposing the Motion to Seal. The non-confidential version of the submission shall clearly indicate the locations of information that has been redacted. The confidential version of the submission shall be filed under seal. The redacted information shall remain under seal unless the Board determines that some or all of the redacted information does not qualify for confidential treatment.

8. Use of Confidential Documents or Information at Hearings. Absent order of the Board, all hearings are open to the public and there will be no restrictions on the use at trial or hearing of any document designated for protection under this Order. If a party intends to present at a hearing CONFIDENTIAL or HIGHLY CONFIDENTIAL - ATTORNEYS' EYES ONLY documents or information derived therefrom, such party shall provide advance notice to the other party at least five (5) days before the commencement of the hearing by identifying the documents or information at issue as specifically as possible (i.e., by Bates number, page range, deposition transcript lines, etc.) without divulging the actual CONFIDENTIAL or HIGHLY CONFIDENTIAL - ATTORNEYS' EYES ONLY documents or information. Upon motion of the party designating the document for protection under this Order, the Board may thereafter make such orders as are necessary to govern the use of such documents or information at the hearing.

9. Designation of Settlement Communications. Settlement communications, in any form, between the Parties relating to the settlement of one or more claims in this litigation, shall be deemed CONFIDENTIAL pursuant to the terms of this Order. This designation shall be in addition to, and shall in no way compromise or diminish, any other privilege or immunity to which communications may be entitled (e.g., Federal Rule of Evidence 408).

10. Limitations. This Order has no effect upon, and shall not apply to, a party's use or disclosure of its own confidential information for any purpose. Nothing contained herein shall impose any restrictions on the use or disclosure by a party of designated material obtained lawfully by such party independently of any proceedings in this action, or which:

- a. Was already known to such party by lawful means prior to acquisition from, or disclosure by, any other party in this action;
- b. Is or becomes publicly known through no fault or act of such party;
- c. Is rightfully received by such party from a third party which has authority to provide such information or material and without restriction as to disclosure;
or
- d. Is otherwise obtained lawfully by such party independently of any proceedings in this action.

11. Inadvertent Failure to Designate. If a Producing Party inadvertently produces CONFIDENTIAL or HIGHLY CONFIDENTIAL - ATTORNEYS' EYES ONLY information without marking it as such, it may be disclosed to others until the disclosing party or non-party provides actual written notice to the Receiving Party, unless the Receiving Party has actual knowledge that the information is CONFIDENTIAL or HIGHLY CONFIDENTIAL - ATTORNEYS' EYES ONLY. As soon as the Disclosing Party notifies the Receiving Party of

the inadvertent production, the information will be treated as if it had been timely designated under this Order, and the Receiving Party agrees to endeavor in good faith to obtain and destroy all copies of the document, or notes or extracts thereto, which it distributed or disclosed to persons not authorized to access such information by Paragraph 6 above, as well as any copies made by such persons.

12. Inadvertent Production of Privileged Material. Inadvertent disclosure of any document or other information covered by the attorney-client privilege, work-product doctrine, or other applicable privileges shall be subject to Federal Rules of Civil Procedure 26(b)(5) and Federal Rules of Evidence 502(b). Any such disclosure of privileged material shall not constitute a waiver of any applicable privilege. In such circumstances, the Producing Party must immediately notify the Receiving Party in writing of the inadvertent production and request the return or confirmation of destruction of the privileged material. Within three (3) business days after receiving such notification, the Receiving Party shall return or confirm destruction of all such material, including any summaries thereof. The Producing Party must then, within ten (10) business days, produce a privilege log including the inadvertently produced documents.

13. Disputes as to Privilege. After receiving a notice pursuant to Paragraph 12, the Receiving Party may also apply to the Board for a ruling that the material is not in fact privileged. In any application to the Board under this paragraph, the allegedly privileged material may, as appropriate, be required to be disclosed for in camera inspection by the Board, but pending the Board's ruling, may not otherwise be used. The party asserting the claim of privilege shall have the burden of proving the elements required to establish its claim of privilege. Nothing in this paragraph shall be construed to enlarge the attorney-client

privilege, work-product doctrine, or other applicable privileges, and the parties remain free to challenge the propriety of any claimed privilege or protection.

14. Legal Advice. Nothing in this Order shall bar or otherwise restrict any attorney from rendering advice to his or her client with respect to this action and, in the course of giving such advice, from referring to or relying generally upon his or her examination of designated material. However, in rendering any such advice or otherwise communicating with his or her client, the attorney shall not disclose the contents or source of any designated material in a manner contrary to the terms of this Order.

15. No Other Purpose. All non-public documents, information, or material produced or disclosed in this Litigation, including but not limited to designated material, shall be used by the Parties for the prosecution or defense of the claims in the Litigation only, and shall not be used for any other purpose, including any business, commercial, competitive, personal, or other purpose. Any person or entity who obtains access to designated material or the contents thereof pursuant to this Order shall not make any copies, duplicates, extracts, summaries or descriptions of such designated material or any portion thereof except as may be reasonably necessary in the litigation of this Action. Any such copies, duplicates, extracts, summaries or descriptions shall be classified designated material and subject to all of the terms and conditions of this Order.

16. Obligations on Conclusion of Litigation.

(a) **Order Remains in Effect.** Unless otherwise agreed or ordered, this Order shall remain in force after dismissal or entry of final decision not subject to further appeal.

(b) **Destruction or Return of Documents Designated for Protection Under this Order.** Within sixty days after dismissal or entry of final judgment not subject to further appeal, all documents designated for protection under this Order, including copies as

defined above, shall be destroyed or returned to the Producing Party unless: (1) the document has been offered into evidence or filed without restriction as to disclosure or (2) as to documents bearing the notations, summations, or other mental impressions of the Receiving Party, that party elects to destroy the documents and certifies to the Producing Party that it has done so. Notwithstanding the above requirements to destroy or return documents, counsel may retain copies of all pleadings, motions, orders, written discovery, and other papers filed with the Board or exchanged by the parties even though they may contain documents designated for protection under this Order. Counsel may also retain attorney work product, including an index which refers or relates to information designated CONFIDENTIAL or HIGHLY CONFIDENTIAL - ATTORNEYS' EYES ONLY, so long as that work product does not duplicate verbatim substantial portions of the text or images of confidential documents. This work product shall continue to be subject to the protections of this Order in accordance with applicable designations. An attorney may use his or her work product in a subsequent litigation provided that its use does not disclose or use documents designated for protection under this Order.

17. No Prior Judicial Determination. This Order is entered based on the representations and agreements of the parties and for the purpose of facilitating discovery. Nothing herein shall be construed or presented as a judicial determination that any documents designated for protection under this Order are subject to protection under Rule 26(c) of the Federal Rules of Civil Procedure or otherwise until such time as the Board may rule on a specific document or issue.

18. Use of Designated materials in Court Proceedings. In the event that any designated material is used in any court proceeding in this action or any appeal therefrom, such information or material shall not lose its status as CONFIDENTIAL or HIGHLY

CONFIDENTIAL - ATTORNEYS' EYES ONLY through such use. Counsel for the parties shall confer on such procedures as are necessary to protect the confidentiality of any documents, information, and transcripts used in the course of any court proceedings.

ATTACHMENT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

The undersigned hereby acknowledges that he/she has read the Protective Order dated _____ in the above-captioned action and attached hereto, understands the terms thereof, and agrees to be bound by its terms. The undersigned submits to the jurisdiction of the Office and the United States District Court for the Eastern District of Virginia in matters relating to the Protective Order and understands that the terms of the Protective Order obligate him/her to use documents designated CONFIDENTIAL or HIGHLY CONFIDENTIAL - ATTORNEYS' EYES ONLY in accordance with the Order solely for the purposes of the above-captioned action, and not to disclose any such documents or information derived directly therefrom to any other person, firm or concern.

The undersigned acknowledges that violation of the Protective Order may result in penalties for contempt of court.

Name: _____
Job Title: _____
Employer: _____
Business Address: _____

Date: _____ Signature _____

EXHIBIT B

~~DEFAULT PROTECTIVE ORDER~~

The following ~~Default~~ Protective Order will govern the filing and treatment of confidential information in ~~the~~this proceeding~~;~~, including documents and testimony.

~~Default Protective Order~~

~~This protective order governs the treatment and filing of confidential information,~~
~~including documents and testimony.~~

1. **Scope.** All disclosures, affidavits and declarations and exhibits thereto, deposition testimony and exhibits, discovery responses, documents, electronically stored information, tangible objects, information, and other things produced, provided, or disclosed in the course of this action which may be subject to restrictions on disclosure under this Order, and information derived directly therefrom (hereinafter referred to as “documents”), shall be subject to this Order as set forth below. As there is a presumption in favor of open and public judicial proceedings before the Patent Trial and Appeal Board (the “Board”), this Order shall be strictly construed in favor of public disclosure and open proceedings wherever possible. The Order is also subject to the rules on Trial Practice Before the Patent Trial and Appeal Board on matters of procedure and calculation of time periods.

2. **Form and Timing of Designation.** Any documents produced by any party or nonparty (“Producing Party”) as part of discovery in this action to another party (“Receiving Party”) may be designated by the Producing Party (the “Designating Party”) as confidential and restricted in disclosure under this Order by placing or affixing the words “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” on the document in a manner that will not interfere with the legibility of the information or materials and that will permit complete removal of the designation. Documents shall be designated

prior to or at the time of the production or disclosure of the documents. When a tangible object is produced for inspection subject to protection under this Order, a photograph thereof shall be produced at the time of inspection labeled with the designation CONFIDENTIAL or HIGHLY CONFIDENTIAL - ATTORNEYS EYES ONLY. Thereafter any information learned or obtained as a result of the inspection shall be subject to protection under this Order in accordance with the applicable designation. When electronically stored information is produced which cannot itself be marked with the designation CONFIDENTIAL or HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY the physical media on which such electronically stored information is produced shall be marked with the applicable designation. The party receiving such electronically stored information shall then be responsible for labeling any copies that it creates thereof, whether electronic or paper, with the applicable designation. By written stipulation the parties may agree temporarily to designate original documents that are produced for inspection CONFIDENTIAL or HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY even though the original documents being produced have not themselves been so labeled. All information learned in the course of such an inspection shall be protected in accordance with the stipulated designation. The copies of documents that are selected for copying during such an inspection shall be marked CONFIDENTIAL or HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY as required under this Order and thereafter the copies shall be subject to protection under this Order in accordance with their designation. The designation of documents for protection under this Order does not mean that the document has any status or protection by statute or otherwise except to the extent and for the purposes of this Order.

3. Documents Which May be Designated CONFIDENTIAL. Any Producing Party may designate documents as CONFIDENTIAL upon making a good faith determination that the documents contain information protected from disclosure by statute or that should be protected from disclosure as confidential business or personal information, medical or psychiatric information, trade secrets, personnel records, or such other sensitive commercial information that is not publicly available. Public records and documents that are publicly available may not be designated for protection under this Order.

4. Documents Which May be Designated HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY. Any Producing Party may designate documents as HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY upon making a good faith determination that the documents contain information protected from disclosure by statute or that should be protected from disclosure as trade secrets or other highly sensitive business or personal information, the disclosure of which is likely to cause significant harm to an individual or to the business or competitive position of the Designating Party. HIGHLY CONFIDENTIAL - ATTORNEYS’ EYES ONLY information may include, without limitation, highly sensitive technical and/or operational information about the Designating Party and its products and services, highly sensitive investor information, highly sensitive financial information, highly sensitive agreements, licenses, or licensing information, marketing plans and forecasts, pricing and cost information, customer names and lists, sensitive personnel information that would not or could not otherwise normally be shared outside the company, and any other information the Designating Party in good faith believes falls within the scope of this provision.

5. Depositions. Deposition testimony shall be deemed CONFIDENTIAL or HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY only if designated as such. Such designation shall be specific as to the portions of the transcript or any exhibit to be designated for protection under this Order. By stipulation read into the record the parties may agree temporarily to designate an entire deposition and the exhibits used therein for protection under this Order pending receipt and review of the transcript. In such a circumstance, the parties shall review the transcript within thirty days of the receipt thereof and specifically designate the testimony and exhibits that will be protected under this Order. Thereafter, the deposition transcripts and any of those portions so designated shall be protected, pending objection, under the terms of this Order.

6. ~~1. Protection of Confidential information shall be clearly marked “PROTECTIVE ORDER MATERIAL.”~~Material.

(a) Protection of Documents Designated CONFIDENTIAL.
Documents designated CONFIDENTIAL under this Order shall not be used for any purpose whatsoever other than the prosecution or defense of this action, and of any appeal thereof. The parties and counsel for the parties shall not disclose or permit the disclosure of any documents designated CONFIDENTIAL to any third person or entity except as set forth in subparagraphs (1)-(8). Subject to these requirements, the following categories of persons may be allowed to review documents that have been designated CONFIDENTIAL:

1. Outside Counsel of Record. Outside counsel of record for the parties and employees and agents of counsel who have responsibility for the preparation and trial of the action.

2. **Parties.** In-house counsel who are involved in the litigation of this action and who have the need to see such information such information, but only after such persons have completed the certification contained in Attachment A, Acknowledgment of Understanding and Agreement to Be Bound. Any signed Acknowledgment of Understanding and Agreement to Be Bound will be produced to the other party within five (5) business days after execution.
3. **The Board and Director.** The Patent Trial and Appeal Board and the Director, and their respective personnel.
4. **Court Reporters and Videographers.** Court reporters and videographers, and their staff employed in connection with this action.
5. **Persons Creating or Receiving Documents.** Any person who authored or received the designated document or a custodian or other person who otherwise possessed or knew the information.
6. **Consultants and Experts.** Consultants or experts, and their employees, employed by the parties or counsel for the parties to assist in the preparation and trial of this action or proceeding, but only after such persons have completed the certification contained in Attachment A, Acknowledgment of Understanding and Agreement to Be Bound. Before the first disclosure of any information designated CONFIDENTIAL is made to an outside expert or consultant, the party seeking to share information with the expert shall first give written notice to the other party. Such notice shall include (i) a copy of the individual's current

curriculum vitae, (ii) identification of any consulting or other relationship to the parties in this litigation within the last five (5) years (excluding disclosure of the details of any non-testifying litigation consulting, but including disclosure of the identification of the entities for which consulting was provided to the extent allowable under the relevant agreements), and (iii) any deposition or trial testimony given within the last four (4) years. The other party shall have five (5) business days to object. The parties shall attempt to resolve any objections informally. Within five (5) business days of receipt of an objection, the parties shall meet and confer to attempt to resolve their dispute. If the objections cannot be resolved, the party opposing disclosure of the CONFIDENTIAL information to the expert or consultant may raise the issue with the Board in accordance with the Board's procedures. If the issue is raised with the Board, the party opposing disclosure shall bear the burden of proof with respect to the propriety of its objection and blocking of said individual from serving as an expert or consultant in this action. After meeting and conferring in an attempt to resolve the issue, any party that fails to raise such an issue with the Board within seven (7) business days of notifying a party of an objection under shall be deemed to have waived such objection and the parties shall be deemed to have agreed upon disclosure to the expert for purposes of this section. The parties may agree to extend the deadlines in this section by mutual agreement in writing. Any signed Acknowledgment of Understanding

and Agreement to Be Bound will be produced to the other party within five (5) business days after execution.

7. **Vendors.** Vendors retained by counsel for a party for purposes of performing services in connection with this litigation, including, without limitation, photocopying, scanning, managing or hosting electronic documents produced during discover, and preparing demonstrative or other exhibit for deposition, trial, or other court proceedings.

8. **Others by Consent.** Other persons only by written consent of the Producing Party or upon order of the Board and on such conditions as may be agreed or ordered. All such persons shall execute the certification contained in Attachment A, Acknowledgment of Understanding and Agreement to Be Bound. Any signed Acknowledgment of Understanding and Agreement to Be Bound will be produced to the other party within five (5) business days after execution.

(b) **Protection of Documents Designated HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY.** Documents designated HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY under this Order shall not be used for any purpose whatsoever other than prosecution or defense of this action, and of any appeal thereof. The parties and counsel for the parties shall not disclose or permit the disclosure of any documents designated HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY to any third person or entity except as set forth in subparagraphs (1)-(7). Subject to these requirements, the following categories of persons may be allowed to review documents that have been designated HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY:

1. **Outside Counsel of Record.** Outside counsel of record for the parties and employees and agents of counsel who have responsibility for the preparation and trial of the action.
2. **The Board and Director.** The Patent Trial and Appeal Board and the Director, and their respective personnel.
3. **Court Reporters and Videographers.** Court reporters and videographers, and their staff employed in connection with this action.
4. **Persons Creating or Receiving Documents.** Any person who authored or received the designated document or a custodian or other person who otherwise possessed or knew the information.
5. **Consultants and Experts.** Consultants or experts, and their employees, employed by the parties or counsel for the parties to assist in the preparation and trial of this action or proceeding, but only after such persons have completed the certification contained in Attachment A, Acknowledgment of Understanding and Agreement to Be Bound. Before the first disclosure of any information designated HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY is made to an outside expert or consultant, the party seeking to share information with the expert shall first give written notice to the other party. Such notice shall include (i) a copy of the individual’s current curriculum vitae, (ii) identification of any consulting or other relationship to the parties in this litigation within the last five (5) years (excluding disclosure of the details of any non-testifying litigation consulting, but including disclosure of the

identification of the entities for which consulting was provided to the extent allowable under the relevant agreements), and (iii) any deposition or trial testimony given within the last four (4) years. The other party shall have five (5) business days to object. The parties shall attempt to resolve any objections informally. Within five (5) business days of receipt of an objection, the parties shall meet and confer to attempt to resolve their dispute. If the objections cannot be resolved, the party opposing disclosure of the HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY information to the expert or consultant may raise the issue with the Board in accordance with the Board’s procedures. If the issue is raised with the Board, the party opposing disclosure shall bear the burden of proof with respect to the propriety of its objection and blocking of said individual from serving as an expert or consultant in this action. After meeting and conferring in an attempt to resolve the issue, any party that fails to raise such an issue with the Board within seven (7) business days of notifying a party of an objection under shall be deemed to have waived such objection and the parties shall be deemed to have agreed upon disclosure to the expert for purposes of this section. The parties may agree to extend the deadlines in this section by mutual agreement in writing. Any signed Acknowledgment of Understanding and Agreement to Be Bound will be produced to the other party within five (5) business days after execution.

6. **Vendors.** Vendors retained by counsel for a party for purposes of performing services in connection with this litigation, including, without limitation, photocopying, scanning, managing or hosting electronic documents produced during discover, and preparing demonstrative or other exhibit for deposition, trial, or other court proceedings.

7. **Others by Consent.** Other persons only by written consent of the Producing Party or upon order of the Board and on such conditions as may be agreed or ordered. All such persons shall execute the certification contained in Attachment A, Acknowledgment of Understanding and Agreement to Be Bound. Any signed Acknowledgment of Understanding and Agreement to Be Bound will be produced to the other party within five (5) business days after execution.

(c) **Control of Documents.** Counsel for the parties shall take reasonable and appropriate measures to prevent unauthorized disclosure of documents designated as CONFIDENTIAL or HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY pursuant to the terms of this Order. Counsel shall maintain the originals of the forms signed by persons acknowledging their obligations under this Order for a period of 1 year after dismissal of the action, the entry of final judgment and/or the conclusion of any appeals arising therefrom.

(d) **Copies.** All copies, electronic images, duplicates, extracts, summaries or descriptions (hereinafter referred to collectively as “copies”) of documents designated as CONFIDENTIAL or HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY under this Order, or any individual portion of such a document, shall be affixed with the designation “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” if the

word does not already appear on the copy. All such copies shall thereafter be entitled to the protection of this Order. The term “copies” shall not include indices, electronic databases or lists of documents provided these indices, electronic databases or lists do not contain substantial portions or images of the text of designated documents or otherwise disclose the substance of the confidential information contained in those documents.

7. Filing of CONFIDENTIAL or HIGHLY CONFIDENTIAL - ATTORNEYS’

~~2. Access to confidential information is limited to the following individuals who have executed the acknowledgment appended to this order:~~

~~(A) Parties. Persons who are owners of a patent involved in the proceeding and other persons who are named parties to the proceeding.~~

~~(B) Party Representatives. Representatives of record for a party in the proceeding.~~

~~(C) Experts. Retained experts of a party in the proceeding who further certify in the Acknowledgement that they are not a competitor to any party, or a consultant~~

~~for, or employed by, such a competitor with respect to the subject matter of the proceeding.~~

~~(D) In-house counsel. In-house counsel of a party.~~

~~(E) Support Personnel. Administrative assistants, clerical staff, court reporters and other support personnel of the foregoing persons who are reasonably necessary to assist those persons in the proceeding shall not be required to sign an Acknowledgement, but shall be informed of the terms and requirements of the Protective Order by the person they are supporting who receives confidential information.~~

~~(F) The Office. Employees and representatives of the United States Patent and Trademark Office who have a need for access to the confidential information shall~~

~~have such access without the requirement to sign an Acknowledgement. Such employees and representatives shall include the Director, members of the Board and their clerical staff, other support personnel, court reporters, and other persons acting on behalf of the Office.~~

~~3. Employees (e.g., corporate officers), consultants, or other persons performing work for a party, other than those persons identified above in (d)(2)(A)–(E), shall be extended access to confidential information only upon agreement of the parties or by order of the Board upon a motion brought by the party seeking to disclose confidential information to that person and after signing the Acknowledgment. The party opposing disclosure to that person shall have the burden of proving that such person should be restricted from access to confidential information.~~

~~4. Persons receiving confidential information shall use reasonable efforts to maintain the confidentiality of the information, including:~~

~~(A) Maintaining such information in a secure location to which persons not authorized to receive the information shall not have access;~~

~~(B) Otherwise using reasonable efforts to maintain the confidentiality of the information, which efforts shall be no less rigorous than those the recipient uses to maintain the confidentiality of information not received from the disclosing party;~~

~~(C) Ensuring that support personnel of the recipient who have access to the confidential information understand and abide by the obligation to maintain the confidentiality of information received that is designated as confidential; and~~

~~(D) Limiting the copying of confidential information to a reasonable number of copies needed for conduct of the proceeding and maintaining a record of the locations of such copies.~~

~~5. Persons receiving confidential information shall use the following procedures to~~

~~maintain the confidentiality of the information:~~

~~(A) Documents and Information Filed With the Board.~~

~~(i) EYES ONLY Documents Under Seal.~~ (a) A party may file documents or information with the Board along with a Motion to Seal. The Motion to Seal should provide a non-confidential description of the nature of the confidential information that is under seal, and set forth the reasons why the information is confidential and should not be made available to the public. A party may challenge the confidentiality of the information by opposing

the Motion to Seal. The documents or information shall remain under seal unless the Board determines that some or all of it does not qualify for confidential treatment.

~~(ii)~~ (b) Where confidentiality is alleged as to some but not all of the information submitted to the Board, the submitting party shall file confidential and non-confidential versions of its submission, together with a Motion to Seal the confidential version setting forth the reasons why the information redacted from the non-confidential version is confidential and should not be made available to the public. A party may challenge the confidentiality of the information by opposing the Motion to Seal. The non-confidential version of the submission shall clearly indicate the locations of information that has been redacted. The confidential version of the submission shall be filed under seal. The redacted information shall remain under seal unless the Board determines that some or all of the redacted information does not qualify for confidential treatment.

~~(B) Documents and Information Exchanged Among the Parties. Documents~~

~~(including deposition transcripts) and other information designated as confidential.~~

~~that are disclosed to another party during discovery or other proceedings before the Board shall be clearly marked as “PROTECTIVE ORDER MATERIAL” and shall be produced in a manner that maintains its confidentiality.~~

8. Use of Confidential Documents or Information at Hearings. Absent order of the Board, all hearings are open to the public and there will be no restrictions on the use at trial or hearing of any document designated for protection under this Order. If a party intends to present at a hearing CONFIDENTIAL or HIGHLY CONFIDENTIAL - ATTORNEYS’ EYES ONLY documents or information derived therefrom, such party shall provide advance notice to the other party at least five (5) days before the commencement of the hearing by identifying the documents or information at issue as specifically as possible (i.e., by Bates number, page range, deposition transcript lines, etc.) without divulging the actual CONFIDENTIAL or HIGHLY CONFIDENTIAL - ATTORNEYS’ EYES ONLY documents or information. Upon motion of the party designating the document for protection under this Order, the Board may thereafter make such orders as are necessary to govern the use of such documents or information at the hearing.

9. Designation of Settlement Communications. Settlement communications, in any form, between the Parties relating to the settlement of one or more claims in this litigation, shall be deemed CONFIDENTIAL pursuant to the terms of this Order. This designation shall be in addition to, and shall in no way compromise or diminish, any other privilege or immunity to which communications may be entitled (e.g., Federal Rule of Evidence 408).

10. Limitations. This Order has no effect upon, and shall not apply to, a party's use or disclosure of its own confidential information for any purpose. Nothing contained herein shall impose any restrictions on the use or disclosure by a party of designated material obtained lawfully by such party independently of any proceedings in this action, or which:

- a. Was already known to such party by lawful means prior to acquisition from, or disclosure by, any other party in this action;
- b. Is or becomes publicly known through no fault or act of such party;
- c. Is rightfully received by such party from a third party which has authority to provide such information or material and without restriction as to disclosure;
or
- d. Is otherwise obtained lawfully by such party independently of any proceedings in this action.

11. Inadvertent Failure to Designate. If a Producing Party inadvertently produces CONFIDENTIAL or HIGHLY CONFIDENTIAL - ATTORNEYS' EYES ONLY information without marking it as such, it may be disclosed to others until the disclosing party or non-party provides actual written notice to the Receiving Party, unless the Receiving Party has actual knowledge that the information is CONFIDENTIAL or HIGHLY CONFIDENTIAL - ATTORNEYS' EYES ONLY. As soon as the Disclosing Party notifies the Receiving Party of the inadvertent production, the information will be treated as if it had been timely designated under this Order, and the Receiving Party agrees to endeavor in good faith to obtain and destroy all copies of the document, or notes or extracts thereto, which it distributed or disclosed to persons not authorized to access such information by Paragraph 6 above, as well as any copies made by such persons.

12. Inadvertent Production of Privileged Material. Inadvertent disclosure of any document or other information covered by the attorney-client privilege, work-product doctrine, or other applicable privileges shall be subject to Federal Rules of Civil Procedure 26(b)(5) and Federal Rules of Evidence 502(b). Any such disclosure of privileged material shall not constitute a waiver of any applicable privilege. In such circumstances, the Producing Party must immediately notify the Receiving Party in writing of the inadvertent production and request the return or confirmation of destruction of the privileged material. Within three (3) business days after receiving such notification, the Receiving Party shall return or confirm destruction of all such material, including any summaries thereof. The Producing Party must then, within ten (10) business days, produce a privilege log including the inadvertently produced documents.

13. Disputes as to Privilege. After receiving a notice pursuant to Paragraph 12, the Receiving Party may also apply to the Board for a ruling that the material is not in fact privileged. In any application to the Board under this paragraph, the allegedly privileged material may, as appropriate, be required to be disclosed for in camera inspection by the Board, but pending the Board's ruling, may not otherwise be used. The party asserting the claim of privilege shall have the burden of proving the elements required to establish its claim of privilege. Nothing in this paragraph shall be construed to enlarge the attorney-client privilege, work-product doctrine, or other applicable privileges, and the parties remain free to challenge the propriety of any claimed privilege or protection.

14. Legal Advice. Nothing in this Order shall bar or otherwise restrict any attorney from rendering advice to his or her client with respect to this action and, in the course of giving such advice, from referring to or relying generally upon his or her examination of

designated material. However, in rendering any such advice or otherwise communicating with his or her client, the attorney shall not disclose the contents or source of any designated material in a manner contrary to the terms of this Order.

15. No Other Purpose. All non-public documents, information, or material produced or disclosed in this Litigation, including but not limited to designated material, shall be used by the Parties for the prosecution or defense of the claims in the Litigation only, and shall not be used for any other purpose, including any business, commercial, competitive, personal, or other purpose. Any person or entity who obtains access to designated material or the contents thereof pursuant to this Order shall not make any copies, duplicates, extracts, summaries or descriptions of such designated material or any portion thereof except as may be reasonably necessary in the litigation of this Action. Any such copies, duplicates, extracts, summaries or descriptions shall be classified designated material and subject to all of the terms and conditions of this Order.

16. Obligations on Conclusion of Litigation.

(a) Order Remains in Effect. Unless otherwise agreed or ordered, this Order shall remain in force after dismissal or entry of final decision not subject to further appeal.

(b) Destruction or Return of Documents Designated for Protection Under this Order. Within sixty days after dismissal or entry of final judgment not subject to further appeal, all documents designated for protection under this Order, including copies as defined above, shall be destroyed or returned to the Producing Party unless: (1) the document has been offered into evidence or filed without restriction as to disclosure or (2) as to documents bearing the notations, summations, or other mental impressions of the Receiving

Party, that party elects to destroy the documents and certifies to the Producing Party that it has done so. Notwithstanding the above requirements to destroy or return documents, counsel may retain copies of all pleadings, motions, orders, written discovery, and other papers filed with the Board or exchanged by the parties even though they may contain documents designated for protection under this Order. Counsel may also retain attorney work product, including an index which refers or relates to information designated CONFIDENTIAL or HIGHLY CONFIDENTIAL - ATTORNEYS' EYES ONLY, so long as that work product does not duplicate verbatim substantial portions of the text or images of confidential documents. This work product shall continue to be subject to the protections of this Order in accordance with applicable designations. An attorney may use his or her work product in a subsequent litigation provided that its use does not disclose or use documents designated for protection under this Order.

17. No Prior Judicial Determination. This Order is entered based on the representations and agreements of the parties and for the purpose of facilitating discovery. Nothing herein shall be construed or presented as a judicial determination that any documents designated for protection under this Order are subject to protection under Rule 26(c) of the Federal Rules of Civil Procedure or otherwise until such time as the Board may rule on a specific document or issue.

18. Use of Designated materials in Court Proceedings. In the event that any designated material is used in any court proceeding in this action or any appeal therefrom, such information or material shall not lose its status as CONFIDENTIAL or HIGHLY CONFIDENTIAL - ATTORNEYS' EYES ONLY through such use. Counsel for the parties

|

| shall confer on such procedures as are necessary to protect the confidentiality of any

| documents, information, and transcripts used in the course of any court proceedings.

|

ATTACHMENT A

ACKNOWLEDGMENT
AND AGREEMENT TO
BE BOUND

The undersigned hereby acknowledges that he/she has read the Protective Order dated
_____ in the above-captioned action and attached hereto, understands the terms
thereof, and agrees to be bound by its terms. The undersigned submits to the jurisdiction of the
Office and the United States District Court for the Eastern District of Virginia in matters relating
to the Protective Order and understands that the terms of the Protective Order obligate him/her
to use documents designated CONFIDENTIAL or HIGHLY CONFIDENTIAL - ATTORNEYS'
EYES ONLY in accordance with the Order solely for the purposes of the above-captioned
action, and not to disclose any such documents or information derived directly therefrom to any
other person, firm or concern.

~~6. Within 60 days after the final disposition of this action, including the~~
~~exhaustion of all appeals and motions, each party receiving confidential information must~~
~~return, or certify the destruction of, all copies of the confidential information to the producing~~
~~party.~~

~~(k) Standard Acknowledgement of Protective Order. The following form may be used to~~
~~acknowledge a protective order and gain access to information covered by the protective~~
~~order:~~

[CAPTION]

~~Standard Acknowledgment for Access to Protective Order Material~~

~~I _____, affirm that I~~

~~have read the Protective Order; that I will abide by its terms; that I will use the~~
~~confidential information only in connection with this proceeding and for no~~

~~other purpose; that I will only allow access to support staff who are reasonably
necessary to assist me in this proceeding; that prior to any disclosure to such
support staff I informed or will inform them of the requirements of the
Protective Order; that I am personally responsible for the requirements of the
terms of the Protective Order and I agree to submit to the jurisdiction of the
Office and the United States District Court for the Eastern District of Virginia
for purposes of enforcing the terms of the~~

The undersigned acknowledges that violation of the Protective Order ~~and providing remedies for
its breach~~ may result in penalties for contempt of court.

Name: _____
Job Title: _____
Employer: _____
Business Address: _____

Date: _____ ~~[Signature]~~ _____
Signature

CERTIFICATE OF SERVICE

The undersigned certifies that on April 17, 2026 the foregoing was served on counsel at the following electronic service addresses:

Charles M. McMahon, cmcmahon@beneschlaw.com

Thomas DaMario, tdamario@beneschlaw.com

feitelectricipr@beneschlaw.com

Date: April 17, 2026

/s/David C. Radulescu

David C. Radulescu, Lead Counsel

Reg. No. 36,250