UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF WISCONSIN

PSLC, LLC,

Plaintiff,

Case No. 24-cv-1270-pp

v.

GENERAC POWER SYSTEMS, INC.,

Defendant.

PROTECTIVE ORDER

The parties have filed a joint motion for protective order and their proposed protective order. Dkt. Nos. 35, 35-1. The court **APPROVES** the proposed protective order, **GRANTS** the motion for protective order and, under Federal Rule of Civil Procedure 26(c) and Civil Local Rule 26(e) (E.D. Wis.), **ORDERS** that:

(A) DESIGNATION OF CONFIDENTIAL, ATTORNEYS' EYES ONLY, OR HIGHLY CONFIDENTIAL SOURCE CODE INFORMATION.

Designation of information under this Order must be made by placing or affixing on the document or material, in a manner that will not interfere with its legibility, the words "CONFIDENTIAL," "ATTORNEYS' EYES ONLY," or "HIGHLY CONFIDENTIAL SOURCE CODE."

(1) One who produces information, documents, or other material may designate them as "CONFIDENTIAL" when the person in good faith believes

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they contain trade secrets or nonpublic confidential technical, commercial, financial, personal, or business information.

(2) One who produces information, documents, or other material may designate them as "ATTORNEYS' EYES ONLY" when the person in good faith believes that they contain particularly sensitive trade secrets or other nonpublic confidential technical, commercial, financial, personal, or business information that requires protection beyond that afforded by a CONFIDENTIAL designation.

(3) One who produces information, documents, or other material may designate them as "HIGHLY CONFIDENTIAL SOURCE CODE" when the person in good faith believes that they contain computer source code, firmware, and/or live data (that is, data as it exists residing in a database or databases) if it comprises or includes confidential, proprietary, or trade secret source code.

(4) Except for information, documents, or other materials produced for inspection at the Parties' facilities, the designation of confidential information as CONFIDENTIAL, ATTORNEYS' EYES ONLY, or HIGHLY CONFIDENTIAL SOURCE CODE must be made prior to, or contemporaneously with, their production or disclosure. In the event that information, documents, or other materials are produced for inspection at the Parties' facilities, such information, documents, or other materials may be produced for inspection before being marked confidential. Once specific information, documents, or other materials have been designated for copying, any information, documents, or other materials containing confidential information will then be marked

confidential after copying but before delivery to the Party who inspected and designated them. There will be no waiver of confidentiality by the inspection of confidential information, documents, or other materials before they are copied and marked confidential pursuant to this procedure.

(5) Portions of depositions of a Party's present and former officers, directors, employees, agents, experts, and representatives will be deemed confidential only if designated as such when the deposition is taken or within 30 days of receipt of the deposition transcript.

(6) If a Party inadvertently produces information, documents, or other material containing CONFIDENTIAL, ATTORNEYS' EYES ONLY, or HIGHLY CONFIDENTIAL SOURCE CODE information without marking or labeling it as such, the information, documents, or other material shall not lose its protected status through such production, and the Parties shall take all steps reasonably required to assure its continued confidentiality if the producing Party provides written notice to the receiving Party within 10 days of the discovery of the inadvertent production, identifying the information, document, or other material in question and the corrected confidential designation.

(B) DISCLOSURE AND USE OF CONFIDENTIAL INFORMATION.

Information, documents, or other material designated as CONFIDENTIAL, ATTORNEYS' EYES ONLY, or HIGHLY CONFIDENTIAL SOURCE CODE under this Order must not be used or disclosed by the Parties or counsel for the Parties or any persons identified in subparagraphs (B)(1)–(3) below for any purposes whatsoever other than preparing for and conducting

the litigation in which the information, documents, or other material were disclosed (including appeals). The Parties must not disclose information, documents, or other material designated as confidential to putative class members not named as plaintiffs in putative class litigation unless and until one or more classes have been certified. Nothing in this Order prohibits a receiving Party that is a government agency from following its routine uses and sharing such information, documents, or other material with other government agencies or self-regulatory organizations as allowed by law.

(1) CONFIDENTIAL INFORMATION. The Parties and counsel for the Parties must not disclose or permit the disclosure of any information, documents, or other material designated as "CONFIDENTIAL" by any other Party or third party under this Order, except that disclosures may be made in the following circumstances:

(a) Disclosure may be made to employees of counsel for the Parties who have direct functional responsibility for the preparation and trial of the lawsuit. Any such employee to whom counsel for the Parties makes a disclosure must be advised of, and become subject to, the provisions of this Order requiring that the information, documents, or other material be held in confidence.

(b) Disclosure may be made only to employees of a party required in good faith to provide assistance in the conduct of the litigation in which the information was disclosed who are identified as such in writing

to counsel for the other parties in advance of the disclosure of the confidential information, documents or other material.

(c) Disclosure may be made to court reporters engaged for depositions and those persons, if any, specifically engaged for the limited purpose of making copies of documents or other material. Before disclosure to any such court reporter or person engaged in making copies, such reporter or person must agree to be bound by the terms of this Order.

(d) Disclosure may be made to outside consultants or experts retained for the purpose of this litigation, provided that: (i) such consultants or experts are not presently employed by the Parties or an affiliate of a Party hereto for purposes other than this litigation; (ii) before access is given, the consultant or expert has completed the undertaking attached as Appendix A hereto, and a signed copy of the same is served upon the producing Party with a current curriculum vitae of the consultant or expert, including a list of other cases in which the individual has provided a report or testified (at trial or deposition) at least five (5) days before access to the CONFIDENTIAL INFORMATION is to be given to that consultant or expert, in order to object to and notify the receiving Party in writing that the producing Party objects to disclosure of CONFIDENTIAL INFORMATION to the consultant or expert. The Parties agree to promptly confer and use good faith to resolve any such objection. If the Parties are unable to resolve any objection, the objecting

Party may file a motion with the Court within five (5) business days of receipt of the notice, or within such other time as the Parties may agree, seeking a protective order with respect to the proposed disclosure. The objecting Party shall have the burden of proving the need for a protective order. No disclosure to the consultant or expert shall occur until all such objections are resolved by agreement or Court order.

(e) Disclosure may be made to deposition and trial witnesses in connection with their testimony in the lawsuit and to the Court and the Court's staff.

(2) ATTORNEYS' EYES ONLY AND HIGHLY CONFIDENTIAL SOURCE CODE INFORMATION**.** The Parties and counsel for the Parties must not disclose or permit the disclosure of any information, documents, or other material designated as "ATTORNEYS' EYES ONLY" or "HIGHLY CONFIDENTIAL SOURCE CODE" by any Party or third party under this Order to any other person or entity, except that disclosures may be made in the following circumstances:

(a) Disclosure may be made to counsel and employees of counsel for the Parties who have direct functional responsibility for the preparation and trial of the lawsuit. Any such employee to whom counsel for the Parties makes a disclosure must be advised of, and become subject to, the provisions of this Order requiring that the information, documents, or other material be held in confidence.

(b) Disclosure of specified financial documents or information may be made only to employees and/or members of a Party required in good faith to provide assistance in potential settlement related negotiations for this litigation in provided that the parties agree in writing in advance of the disclosure as to the identity of the employees and/or members as well as the scope of the financial documents or information. A Party who wishes to identify an employee and/or member it desires to see said specified financial documents or information is required to provide written notice to the opposing Party five (5) days in advance of the proposed disclosure as to the identity of the employee and/or member as well as the specific documents or information the Party wishes the employee and/or member to have access to. Before access is given, the identified employee and/or member must complete the undertaking attached as Appendix A hereto and a signed copy of the same must be produced to the producing Party.

(c) Disclosure may be made to court reporters engaged for depositions and those persons, if any, specifically engaged for the limited purpose of making copies of documents or other material. Before disclosure to any such court reporter or person engaged in making copies, such reporter or person must agree to be bound by the terms of this Order.

(d) Disclosure may be made to outside consultants or experts retained for the purpose of this litigation, provided that: (i) such

consultants or experts are not presently employed by the Parties or an affiliate of a Party hereto for purposes other than this litigation; (ii) before access is given, the consultant or expert has completed the undertaking attached as Appendix A hereto and a signed copy of the same is served upon the producing Party with a current curriculum vitae of the consultant or expert, including a list of other cases in which the individual has provided a report or testified (at trial or deposition) at least five (5) days before access to the material is to be given to that consultant or expert, in order to object to and notify the receiving Party in writing that the producing Party objects to disclosure of the material to the consultant or expert. The Parties agree to promptly confer and use good faith to resolve any such objection. If the Parties are unable to resolve any objection, the objecting Party may file a motion with the Court within five (5) business days of receipt of the notice, or within such other time as the Parties may agree, seeking a protective order with respect to the proposed disclosure. The objecting Party shall have the burden of proving the need for a protective order. No disclosure to the consultant or expert shall occur until all such objections are resolved by agreement or Court order.

(e) Disclosure may be made to deposition and trial witnesses in connection with their testimony in the lawsuit and to the Court and the Court's staff.

(f) Any attorney representing a Party, whether in-house or outside counsel, and any person associated with a Party and permitted to receive the other Party's confidential materials designated as ATTORNEYS' EYES ONLY and/or HIGHLY CONFIDENTIAL SOURCE CODE who obtains, receives, has access to, or otherwise learns, in whole or in part, the other Party's ATTORNEYS' EYES ONLY and/or HIGHLY CONFIDENTIAL SOURCE CODE information under this Order shall not prepare, prosecute, supervise, or assist in the preparation or prosecution of any patent application pertaining to the field of the invention of the patents-in-suit on behalf of the receiving Party or its acquirer, successor, predecessor, or other affiliate during the pendency of this Action and for one year after its conclusion, including any appeals. To ensure compliance with the purpose of this provision, each Party shall create an "Ethical Wall" between those persons with access to ATTORNEYS' EYES ONLY and/or HIGHLY CONFIDENTIAL SOURCE CODE and any individuals who, on behalf of the Party or its acquirer, successor, predecessor, or other affiliate, prepare, prosecute, supervise, or assist in the preparation or prosecution of any patent application pertaining to the field of invention of the patents-in-suit. Nothing in this Order shall prevent a person with access to ATTORNEYS' EYES ONLY and/or HIGHLY CONFIDENTIAL SOURCE CODE information from participating in a PTO proceeding, *e.g.*, IPR or PGR, except for that person shall not participate—directly or indirectly—in the amendment of any claim(s).

(3) HIGHLY CONFIDENTIAL SOURCE CODE INFORMATION. For information, documents, or other material designated as "HIGHLY CONFIDENTIAL SOURCE CODE," the following additional restrictions apply:

(a) HIGHLY CONFIDENTIAL SOURCE CODE material shall be provided only on a "stand-alone" computer (that is, the computer may not be linked to any network, including a local area network ("LAN"), an intranet, or the Internet). The stand-alone computer may be connected to (i) a printer or (ii) a device capable of temporarily storing electronic copies solely for the limited purposes permitted pursuant to paragraphs B(3)(h) and (k) below. Additionally, except as provided in paragraph B(3)(k) below, the stand-alone computer may only be located at the offices of the producing Party's outside counsel;

(b) The receiving Party shall make reasonable efforts to restrict its requests for such access to the stand-alone computer to normal business hours, which for purposes of this paragraph shall be 9:00 a.m. through 5:00 p.m. However, upon reasonable notice from the receiving Party, the producing Party shall make reasonable efforts to accommodate the receiving Party's request for access to the stand-alone computer outside of normal business hours. The Parties agree to cooperate in good faith such that maintaining the producing Party's HIGHLY CONFIDENTIAL SOURCE CODE material at the offices of its outside counsel shall not

unreasonably hinder the receiving Party's ability to efficiently and effectively conduct the prosecution or defense of this litigation.[1]

(c) The producing Party shall provide the receiving Party with information explaining how to start, log on to, and operate the stand-alone computer in order to access the HIGHLY CONFIDENTIAL SOURCE CODE material on the stand-alone computer. The producing Party shall provide reasonable software tools installed on the stand-alone computer to facilitate the receiving Party's review so long as the receiving Party provides the producing Party with electronic media containing such software, or links to a public location from which such software may be downloaded, and/or any necessary licenses at least five (5) days in advance of the date upon which the receiving Party wishes to have the software tools available for use on the source code computer.

(d) The producing Party will produce the HIGHLY CONFIDENTIAL SOURCE CODE material in computer-searchable format on the stand-alone computer as described above;

(e) Access to HIGHLY CONFIDENTIAL SOURCE CODE material shall be limited to outside counsel and up to three (3) outside consultants or experts (i.e., not existing employees or affiliates of a Party or an affiliate of a Party) retained for the purpose of this litigation and

[1] It may be appropriate under certain circumstances to require the receiving Party to keep a paper log indicating the names of any individuals inspecting the source code and dates and times of inspection, and the names of any individuals to whom paper copies of portions of source code are provided.

approved to access such material pursuant to paragraph B(2)(d) above.[2] A receiving Party may include excerpts of such material in a pleading, exhibit, expert report, discovery document, deposition transcript, or other Court document, provided that the materials are appropriately marked under this Order, restricted to those who are entitled to have access to them as specified herein, and, if filed with the Court, filed under seal in accordance with the Court's rules, procedures, and orders;

(f) To the extent portions of HIGHLY CONFIDENTIAL SOURCE CODE material are quoted in a document, either (i) the entire document will be stamped and treated as HIGHLY CONFIDENTIAL SOURCE CODE, or (ii) those pages containing quoted material will be separately stamped and treated as HIGHLY CONFIDENTIAL SOURCE CODE;

(g) Except as set forth in paragraph B(3)(k) below, no electronic copies of HIGHLY CONFIDENTIAL SOURCE CODE material shall be made without prior written consent of the producing Party, except as necessary to create documents which, pursuant to the Court's rules, procedures and order, must be filed or served electronically;

[2] For the purposes of this paragraph, an outside consultant or expert is defined to include the outside consultant's or expert's direct reports and other support personnel, such that the disclosure to a consultant or expert who employs others within his or her firm to help in his or her analysis shall count as a disclosure to a single consultant or expert, provided that such personnel helping in the analysis of the HIGHLY CONFIDENTIAL SOURCE CODE material shall be disclosed pursuant to paragraph B(2)(d).

(h) The receiving Party may request a printout of reasonable portions of the HIGHLY CONFIDENTIAL SOURCE CODE material. The receiving Party shall not request the production of such material in order to review blocks of the material in the first instance (i.e., as an alternative to reviewing the material electronically on the source code computer), as the Parties acknowledge and agree that the purpose of the protections herein would be frustrated by printing portions of such material for review and analysis elsewhere. In the event that the receiving Party requests more than fifteen (15) consecutive pages, or an aggregate of more than 500 pages, of printouts of HIGHLY CONFIDENTIAL SOURCE CODE material, the Parties shall meet and confer in good faith;

(i) The receiving Party shall be permitted to make ten (10) photocopies of HIGHLY CONFIDENTIAL SOURCE CODE material without prior consent from the producing Party, provided that the photocopies are designated and clearly labeled "HIGHLY CONFIDENTIAL SOURCE CODE" and that the receiving Party maintains a log of all such files that are photocopied. Should such printouts or photocopies be transferred to electronic media, such media shall be labeled "HIGHLY CONFIDENTIAL SOURCE CODE" and shall continue to be treated as such;

(j) If the receiving Party's outside counsel, consultants, or experts obtain printouts or photocopies of HIGHLY CONFIDENTIAL SOURCE CODE material, the receiving Party shall ensure that such outside counsel, consultants, or experts keep the printouts or photocopies in a

secured, locked area in the offices of such outside counsel, consultants, or expert. The receiving Party may also temporarily keep the printouts or photocopies at: (i) the Court for any proceeding(s) relating to the HIGHLY CONFIDENTIAL SOURCE CODE material, for the dates associated with the proceeding(s); (ii) the sites where any deposition(s) relating to the HIGHLY CONFIDENTIAL SOURCE CODE material are taken, for the dates associated with the deposition(s); and (iii) any intermediate location reasonably necessary to transport the printouts or photocopies (e.g., a hotel prior to a Court proceeding or deposition); and

(k) A producing Party's HIGHLY CONFIDENTIAL SOURCE CODE material may only be transported by the receiving Party at the direction of a person authorized under paragraph B(3)(e) above to another person authorized under paragraph B(3)(e) above, on paper or removable electronic media (e.g., a DVD, CD-ROM, or flash memory "stick") via hand carry, Federal Express, or other similarly reliable courier. HIGHLY CONFIDENTIAL SOURCE CODE material may not be transported or transmitted electronically over a network of any kind, including a LAN, an intranet, or the Internet. HIGHLY CONFIDENTIAL SOURCE CODE material may only be transported electronically for the purpose of Court proceeding(s) or deposition(s) as set forth in paragraph B(3)(j) above and is at all times subject to the transport restrictions set forth herein.

(C) MAINTENANCE OF CONFIDENTIALITY.

(1) All copies, photocopies, duplicates, printouts, extracts, summaries, or descriptions (hereinafter referred to collectively as "copies") of information, documents, or other material designated as "CONFIDENTIAL," "ATTORNEYS' EYES ONLY," or "HIGHLY CONFIDENTIAL SOURCE CODE" under this Order, or any portion thereof, must be immediately affixed with the words "CONFIDENTIAL," "ATTORNEYS' EYES ONLY," or "HIGHLY CONFIDENTIAL SOURCE CODE," if not already containing that designation.

(2) To the extent that any answers to interrogatories, transcripts of depositions, responses to requests for admissions, or any other papers filed or to be filed with the Court reveal or tend to reveal information claimed to be confidential, these papers or any portion thereof must be filed under seal by the filing Party with the Clerk of Court utilizing the procedures set forth in General L. R. 79(d). If a Court filing contains information, documents, or other materials that were designated "CONFIDENTIAL," "ATTORNEYS' EYES ONLY," or "HIGHLY CONFIDENTIAL SOURCE CODE" by a third party, the Party making the filing shall provide notice of the filing to the third party.

(3) The Parties note that E.D. Wis. Civ. L. R. 79(d)(4) requires that "[a]ny party seeking to restrict access to documents or materials or to file confidential documents or materials under seal, whether pursuant to a Court-approved protective order or otherwise, must include in the motion a certification that the parties have conferred in a good faith attempt to avoid the motion or to

limit the scope of the documents or materials subject to sealing under the motion."

(D) CHALLENGES TO CONFIDENTIALITY DESIGNATION.

A Party may challenge the designation of confidentiality by motion. The movant must accompany such a motion with the statement required by Civil L. R. 37. The designating Party bears the burden of proving that the information, documents, or other material at issue are properly designated as confidential. The Court may award the party prevailing on any such motion actual attorney fees and costs attributable to the motion.

(E) CONCLUSION OF LITIGATION.

At the conclusion of the litigation, a Party may request that all information, documents, copies, or other material not filed with the Court or received into evidence and designated as "CONFIDENTIAL," "ATTORNEYS' EYES ONLY," or "HIGHLY CONFIDENTIAL SOURCE CODE" under this Order be returned to the producing Party or, if the Parties so stipulate, destroyed, unless otherwise provided by law. Notwithstanding the requirements of this paragraph, a Party may retain a complete set of all documents filed with the Court, subject to all other restrictions of this Order.

(E) PRIVILEGE WAIVER.

Nothing in this Order shall require production of documents, information, or other material that a Party contends is protected from disclosure by the attorney-client privilege, the work product doctrine, or other privilege, doctrine, or immunity. If documents, information or other material

subject to a claim of attorney-client privilege, work product doctrine, or other privilege, doctrine, or immunity is inadvertently or unintentionally produced, such production shall in no way prejudice or otherwise constitute a waiver of, or estoppel as to, any such privilege, doctrine, or immunity. Any Party that inadvertently or unintentionally produces documents, information, or other material it reasonably believes are protected under the attorney-client privilege, work product doctrine, or other privilege, doctrine, or immunity may obtain the return of such documents, information, or other material by promptly notifying the recipient(s) and providing a privilege log for the inadvertently or unintentionally produced documents, information, or other material. The recipient(s) shall gather and return all copies of such documents, information, or other material to the producing Party, except for any pages containing privileged or otherwise protected markings by the recipient(s), which pages shall instead be destroyed and certified as such to the producing Party.

Dated in Milwaukee, Wisconsin this 30th day of December, 2025.

BY THE COURT:

HON. PAMELA PEPPER
Chief United States District Judge

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF WISCONSIN

PSLC LLC,

Plaintiff, Case No. 24-cv-1270-pp

v. **JURY TRIAL DEMANDED**

GENERAC POWER SYSTEMS, INC.,

Defendant.

APPENDIX A: AGREEMENT TO BE BOUND BY THE PROTECTIVE ORDER

I, _____, declare that:

1. I have received a copy of the Protective Order in this action. I have carefully read and understand the provisions of the Protective Order.

2. I will comply with all of the provisions of the Protective Order. I will hold in confidence, will not disclose to anyone not qualified under the Protective Order, and will use only for purposes of this action any information designated as "CONFIDENTIAL," "ATTORNEYS' EYES ONLY," or "HIGHLY CONFIDENTIAL SOURCE CODE" that is disclosed to me.

3. Promptly upon termination of these actions, I will return all documents and things designated as "CONFIDENTIAL," "ATTORNEYS' EYES ONLY," or "HIGHLY CONFIDENTIAL SOURCE CODE" that came into my possession, and all documents and things that I have prepared relating thereto, to the outside counsel for the Party by whom I am employed.

4. I hereby submit to the jurisdiction of this Court for the purpose of enforcement of the Protective Order in this action.

I declare under penalty of perjury that the foregoing is true and correct.

Signature: _____

Date: _____