

PROPOSED STIPULATED PROTECTIVE ORDER

This protective order governs the treatment and filing of confidential information, including documents and testimony, in the proceeding: PGR2024-00050.

1. DEFINITIONS

1.1 “CONFIDENTIAL” Information or Items: information (regardless of how it is generated, stored or maintained) or tangible things that qualify for protection under Federal Rule of Civil Procedure 26(c).

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

1.3 Designating Party: a Party or Non-Party that designates information or items that it produces in disclosures or in responses to discovery as “CONFIDENTIAL,” “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY,” or “HIGHLY CONFIDENTIAL – PROSECUTION BAR.”

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

1.5 Expert: a person with specialized knowledge or experience in a matter pertinent to this proceeding who (1) has been retained by a Party or its counsel to serve as an expert witness or as a consultant in this proceeding or a Related Litigation, (2) is not a past or current employee of a Party or of a Party’s competitor, and (3) at the time of retention, is not anticipated to become an employee of a Party or of a Party’s competitor.

1.6 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” Information or Items: extremely sensitive “Confidential Information or Items,” disclosure of which to another Party or Non-Party would create a substantial risk of serious harm that could not be avoided by less restrictive means.

1.7 “HIGHLY CONFIDENTIAL – PROSECUTION BAR” Information or Items: extremely sensitive “Confidential Information or Items,” disclosure of which to another Party or Non-Party would create a substantial risk of serious harm that could not be avoided by less restrictive means and which could be used by the recipient to assist in its patent prosecution efforts.

1.8 House Counsel: attorneys who are employees of a party or a real party of interest to this proceeding. House Counsel does not include Outside Counsel of Record or any other outside counsel.

1.9 Non-Party: any natural person, partnership, corporation, association, or other legal entity, other than the Office, not named as a Party to this proceeding.

1.10 Outside Counsel of Record: attorneys who are not employees of a party to this proceeding but are retained to represent or advise a party to this proceeding and have appeared in this proceeding or a Related Litigation on behalf of that party or are affiliated with a law firm which has appeared on behalf of that party.

1.11 Party: any party to this proceeding, including all of its officers, directors, employees, consultants, retained experts, and Outside Counsel of Record (and their support personnel).

1.12 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

1.13 Producing Party: a Party or Non-Party that produces Disclosure or Discovery Material in this proceeding.

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

1.15 Protected Material: any Disclosure or Discovery Material that is designated as “CONFIDENTIAL,” “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY,” or as “HIGHLY CONFIDENTIAL – PROSECUTION BAR.”

1.16 Receiving Party: a Party that receives Disclosure or Discovery Material from a Producing Party.

1.17 '339 Patent: U.S. Patent No. 11,920,339, entitled "Method of Constructing a Fire-Resistive Wall Assembly."

1.18 Related Patent: any patent, whether in the U.S. or abroad that claims priority from the application leading to the '339 Patent or from any patent application to which the '339 Patent claims priority.

1.19 Related Litigation: litigation or legal proceedings between the Parties of this proceeding and litigation concerning the enforcement or validity of the '339 Patent and/or any Related Patents.

1.20 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.

2. SCOPE

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

3. DURATION

Even after final disposition of this proceeding and any Related Litigation, the confidentiality obligations imposed by this Order shall remain in effect until a Designating Party agrees otherwise in writing or a court or an Office order otherwise directs. Final disposition shall be deemed to be the later of (1) dismissal of this proceeding or of all claims and defenses in any Related Litigation, with or without prejudice; and (2) final judgment herein after the completion and exhaustion of all appeals, rehearings, remands, trials, or reviews of this proceeding or Related

Litigation, including the time limits for filing any motions or applications for extension of time pursuant to applicable law.

4. DESIGNATING PROTECTED MATERIAL

4.1 Exercise of Restraint and Care in Designating Material for Protection. Each Party or Non-Party that designates information or items for protection under this Order must take care to limit any such designation to specific material that qualifies under the appropriate standards. To the extent it is practical to do so, the Designating Party must designate for protection only those parts of material, documents, items, or oral or written communications that qualify – so that other portions of the material, documents, items, or communications for which protection is not warranted are not swept unjustifiably within the ambit of this Order.

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

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

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

Designation in conformity with this Order requires:

(a) for information in documentary form (e.g., paper or electronic documents, but excluding transcripts of depositions or other pretrial or trial proceedings), that the Producing Party affix the legend “CONFIDENTIAL,” “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY,” or “HIGHLY CONFIDENTIAL – PROSECUTION BAR” to each page that contains protected material. If only a portion or portions of the material on a page qualifies for protection, the Producing Party also must clearly identify the protected portion(s) (e.g., by making appropriate markings in the margins) and must specify, for each portion, the level of protection being asserted, to the extent it is practical to do so. For documents designated “HIGHLY CONFIDENTIAL – PROSECUTION BAR” that are exchanged or produced electronically the Producing Party must include “HIGHLY CONFIDENTIAL – PROSECUTION BAR” in the file name.

A Party or Non-Party that makes original documents or materials available for inspection need not designate them for protection until after the inspecting Party has indicated which material it would like copied and produced. During the inspection and before the designation, all of the material made available for inspection shall be deemed “HIGHLY CONFIDENTIAL – PROSECUTION BAR.” After the inspecting Party has identified the documents it wants copied and produced, the Producing Party must determine which documents, or portions thereof, qualify for protection under this Order. Then, before producing the specified documents, the Producing Party must affix the appropriate legend (“CONFIDENTIAL,” “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY,” or “HIGHLY CONFIDENTIAL – PROSECUTION BAR”) to each page that contains Protected Material. If only a portion or portions of the material on a page qualifies for protection, the Producing Party also must clearly identify the protected portion(s) (e.g., by making appropriate markings in the margins) and must specify, for each portion, the level of protection being asserted to the extent it is practical to do so.

The prosecution bar outlined in Paragraph 7 shall not apply to any individuals as a result of having reviewed a document that is subsequently designated “HIGHLY CONFIDENTIAL – PROSECUTION BAR” or that was viewed inadvertently as a result of the Producing Party not including “HIGHLY CONFIDENTIAL – PROSECUTION BAR” in the file name.

(b) for testimony given in deposition or in other pretrial or trial proceedings, that the Designating Party identify on the record, before the close of the deposition, hearing, or other proceeding, all protected testimony and specify the level of protection being asserted. When it is impractical to identify separately each portion of testimony that is entitled to protection and it appears that substantial portions of the testimony may qualify for protection, the Designating Party may invoke on the record (before the deposition, hearing, or other proceeding is concluded) a right to have up to 21 days to identify the specific portions of the testimony as to which protection is sought and to specify the level of protection being asserted. Only those portions of the testimony that are appropriately designated for protection within the 21 days shall be covered by the provisions of this Stipulated Protective Order. Alternatively, a Designating Party may specify, at the deposition or up to 21 days afterwards if that period is properly invoked, that the entire transcript shall be treated as “CONFIDENTIAL,” “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY,” or “HIGHLY CONFIDENTIAL – PROSECUTION BAR.”

Parties shall give the other parties notice if they reasonably expect a deposition, hearing or other proceeding to include Protected Material so that the other parties can ensure that only authorized individuals who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A) are present at those proceedings. The use of a document as an exhibit at a deposition shall not in any way affect its designation as “CONFIDENTIAL,” “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY,” or “HIGHLY CONFIDENTIAL – PROSECUTION BAR.”

Transcripts containing Protected Material shall have an obvious legend on the title page that the transcript contains Protected Material, and the title page shall be followed by a list of all pages (including line numbers as appropriate) that have been designated as Protected Material and the level of protection being asserted by the Designating Party. The Designating Party shall inform the court reporter of these requirements. Any transcript that is prepared before the expiration of a 21-day period for designation shall be treated during that period as if it had been designated “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” in its entirety unless otherwise agreed. After the expiration of that period, the transcript shall be treated only as actually designated.

The prosecution bar outlined in Paragraph 7 shall not apply to any individuals as a result of having reviewed a document or transcript that is subsequently designated “HIGHLY CONFIDENTIAL – PROSECUTION BAR.”

(c) for information produced in some form other than documentary and for any other tangible items, that the Producing Party affix in a prominent place on the exterior of the container or containers in which the information or item is stored the legend “CONFIDENTIAL,” “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY,” or “HIGHLY CONFIDENTIAL – PROSECUTION BAR.” If only a portion or portions of the information or item warrant protection, the Producing Party, to the extent practicable, shall identify the protected portion(s) and specify the level of protection being asserted.

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

in accordance with the provisions of this Order. The prosecution bar outlined in Paragraph 7 shall not apply to any individuals as a result of having reviewed a document that is subsequently designated “HIGHLY CONFIDENTIAL – PROSECUTION BAR.”

5. ACCESS TO AND USE OF PROTECTED MATERIAL

5.1 Basic Principles. A Receiving Party may use Protected Material that is disclosed or produced by another Party or by a Non-Party in connection with this case only for prosecuting, defending, or attempting to settle this proceeding or any Related Litigation. Such Protected Material may be disclosed only to the categories of persons and under the conditions described in this Order. Upon termination of this proceeding and all then pending Related Litigation, a Receiving Party must comply with the provisions of section 13 below (FINAL DISPOSITION).

A Receiving Party shall use reasonable efforts to maintain the confidentiality of the Protected Material, including:

(A) Maintaining such Protected Material 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 Protected Material, which efforts shall be no less rigorous than those the Receiving Party uses to maintain the confidentiality of information not received from the Producing Party;

(C) Ensuring that Support Personnel of the Receiving Party who have access to the Protected Material understand and abide by the obligation to maintain the confidentiality of the Protected Material; and

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

5.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless otherwise ordered by the Office or permitted in writing by the Designating Party, a Receiving Party may disclose any information or item designated “CONFIDENTIAL” only to:

(a) the Receiving Party’s Outside Counsel of Record in this proceeding or Related Litigation, as well as employees of said Outside Counsel of Record to whom it is reasonably necessary to disclose the information for this proceeding or Related Litigation;

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

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

(d) The Office according to the Procedures of Section 6 below;

(e) the court or tribunal conducting any Related Litigation and its personnel;

(f) court reporters and their staff;

(g) professional jury or trial consultants and Professional Vendors to whom disclosure is reasonably necessary for this litigation or Related Litigation and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

(h) during their depositions, witnesses in the proceeding to whom disclosure is reasonably necessary and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise agreed by the Designating Party or ordered by the Office. Pages of transcribed deposition testimony or exhibits to depositions that reveal Protected Material must be separately

bound by the court reporter and may not be disclosed to anyone except as permitted under this Stipulated Protective Order.

(i) the author or recipient of a document containing the information or a custodian or other person who otherwise possessed or knew the information.

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

(a) the Receiving Party’s Outside Counsel of Record in this proceeding or Related Litigation, as well as employees of said Outside Counsel of Record to whom it is reasonably necessary to disclose the information for this proceeding or Related Litigation;

(b) Experts of the Receiving Party (1) to whom disclosure is reasonably necessary for this proceeding or Related Litigation and (2) who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

(c) the Office according to the Procedures of Section 6 below;

(d) the court or tribunal conducting any Related Litigation and its personnel;

(e) court reporters and their staff;

(f) professional jury or trial consultants, and Professional Vendors to whom disclosure is reasonably necessary for this proceeding or Related Litigation and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A); and

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

6. DOCUMENTS AND INFORMATION FILED WITH THE BOARD

(i) 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) 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.

7. PROSECUTION BAR

Absent written consent from the Producing Party, any individual who reviews “HIGHLY CONFIDENTIAL – PROSECUTION BAR” information shall not be involved in the prosecution of patents or patent applications relating to hangers that are used for connecting structural components to walls, including without limitation the ‘339 Patent patents asserted in this action and any patent or application claiming priority to or otherwise related to the ‘339 Patent patents

asserted in this action, before any foreign or domestic agency, including the United States Patent and Trademark Office (“the Patent Office”). This prosecution bar is personal to the individuals reviewing information designated “HIGHLY CONFIDENTIAL – PROSECUTION BAR” by the Designating Party and shall not be imputed to any other person. For purposes of this paragraph, “prosecution” includes directly or indirectly drafting, amending, advising, or otherwise affecting the scope of patent claims. To avoid any doubt, “prosecution” as used in this paragraph does not include representing a party challenging a patent before a domestic or foreign agency (including, but not limited to, a reissue protest, ex parte reexamination or inter partes reexamination). This provision shall not prohibit Outside Counsel of Record in this action proceeding or Related Litigation from participating in an inter partes review, post-grant review, or other proceedings related to the patents-in-suit or any other patents, provided that Outside Counsel of Record on the patent-owner side of such proceedings adhere to the restrictions on patent prosecution activity set forth previously in this paragraph with respect to any claim amendment proceedings. Specifically, Outside Counsel of Record on the patent-owner side of such proceedings who have reviewed information designated “HIGHLY CONFIDENTIAL – PROSECUTION BAR” by the Designating Party are prohibited from drafting, assisting in drafting, or advising the drafting of amended claims within or as a result of an inter partes review or post grant review, but may otherwise participate in any claim amendment proceedings (e.g., Outside Counsel of Record is not precluded from participating in the briefing or arguing of validity of any proposed amended claims). This Prosecution Bar shall begin when “HIGHLY CONFIDENTIAL – PROSECUTION BAR” information is first reviewed by the affected individual and shall end two (2) years after final termination of this action proceeding.

8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN OTHER LITIGATION

If a Party is served with a subpoena or a court order issued in other litigation that compels disclosure of any information or items designated in this proceeding as “CONFIDENTIAL,” “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY,” or “HIGHLY CONFIDENTIAL – PROSECUTION BAR” that Party must:

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

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

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

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

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

(a) The terms of this Order are applicable to information produced by a Non-Party in this proceeding and designated as “CONFIDENTIAL,” “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY,” or “HIGHLY CONFIDENTIAL – PROSECUTION BAR.” Such information produced by Non-Parties in connection with this proceeding is protected by the remedies and relief provided by this Order. Nothing in these provisions should be construed as prohibiting a Non-Party from seeking additional protections.

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

1. promptly notify in writing the Requesting Party and the Non-Party that some or all of the information requested is subject to a confidentiality agreement with a Non-Party;
2. promptly provide the Non-Party with a copy of the Stipulated Protective Order in this proceeding, the relevant discovery request(s), and a reasonably specific description of the information requested; and
3. make the information requested available for inspection by the Non-Party.

(c) If the Non-Party fails to object within 14 days of receiving the notice and accompanying information, the Receiving Party may produce the Non-Party’s confidential information responsive to the discovery request. If the Non-Party timely objects, the Receiving Party shall not produce any information in its possession or control that is subject to the confidentiality agreement with the Non-Party before a determination by the Board.

10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

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

11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE PROTECTED MATERIAL

When a Producing Party gives notice to Receiving Parties that certain inadvertently produced material is subject to a claim of privilege or other protection, the obligations of the Receiving Parties are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B).

12. MISCELLANEOUS

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

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

13. FINAL DISPOSITION

Within 60 days after the final disposition of this proceeding and any then pending Related Litigation, as defined in paragraph 3, each Receiving Party must return all Protected Material to the Producing Party or destroy such material. As used in this subdivision, “all Protected Material” includes all copies, abstracts, compilations, summaries, and any other format reproducing or capturing any of the Protected Material. Whether the Protected Material is returned or destroyed, the Receiving Party must submit a written certification to the Producing Party (and, if not the same person or entity, to the Designating Party) by the 60-day deadline that (1) identifies (by category, where appropriate) all the Protected Material that was returned or destroyed and (2) affirms that the Receiving Party has not retained any copies, abstracts, compilations, summaries or any other format reproducing or capturing any of the Protected Material. Notwithstanding this provision, Counsel are entitled to retain an archival copy of all pleadings, motion papers, trial, deposition, and hearing transcripts, legal memoranda, correspondence, deposition and exhibits, expert reports, attorney work product, and consultant and expert work product, even if such materials contain Protected Material. Any such archival copies that contain or constitute Protected Material remain subject to this Protective Order as set forth in Section 3 (DURATION).

After final judgment in this proceeding, any Designating Party seeking to maintain the confidentiality of information filed with the Board shall be responsible for seeking to expunge the information from the record pursuant to 37 C.F.R. § 42.56.

EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

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 Protective Order and providing remedies for its breach.

Date: _____

Printed name: _____

Signature: _____