

1 **SPENCER FANE LLP**
2 Kyle L. Elliott (SBN 164209)
kelliott@spencerfane.com
3 Kevin Tuttle (*pro hac vice*)
4 ktuttle@spencerfane.com
1000 Walnut Street, Suite 1400
5 Kansas City, Missouri 64106
6 Telephone: (816) 474-8100
7 Facsimile: (816) 474-3216

FOX ROTHSCHILD LLP
Andrew S. Hansen (*pro hac vice*)
ahansen@foxrothschild.com
Archana Nath (*pro hac vice*)
anath@foxrothschild.com
Elizabeth A. Patton (*pro hac vice*)
epatton@foxrothschild.com
222 South Ninth Street, Suite 2000
Minneapolis, MN 55402
Telephone: 612-607-7000
Facsimile: 612-607-7100

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10 *Counsel for Defendants Sizewise*
11 *Rentals, L.L.C. and American National*
12 *Manufacturing, Inc.*

Counsel for Plaintiff Sleep Number
Corporation

13 UNITED STATES DISTRICT COURT
14 FOR THE CENTRAL DISTRICT OF CALIFORNIA

15 SLEEP NUMBER CORPORATION,

16 *Plaintiff,*

17 v.

18 SIZEWISE RENTALS, L.L.C.

19 *Defendant*

Case Nos.:

5:18-cv-00356 AB (SPx)

5:18-cv-00357 AB (SPx)

20
21 SLEEP NUMBER CORPORATION,

22 *Plaintiff,*

23 v.

24 AMERICAN NATIONAL
25 MANUFACTURING, INC.

26 *Defendant*

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28
JOINT STIPULATION

WA 11754483.1

1 Jaspal S. Hare (SBN 282171)
2 jhare@spencerfane.com
3 SPENCER FANE LLP
4 5800 Granite Parkway, Suite 800
5 Plano, Texas 75024
6 Telephone: (214) 750-3623
7 Facsimile: (972) 324-0301

8 Thomas J. Daly (SBN 119684)
9 tdaly@lrrc.com
10 Drew Wilson (SBN 283616)
11 dwilson@lrcc.com
12 LEWIS ROCA ROTHGERBER
13 CHRISTIE LLP
14 655 N. Central Avenue, Suite 2300
15 Glendale, CA 91203-1445
16 Telephone: (626)795-9900
17 Facsimile: (626)577-8800

18
19
20 *Counsel for Defendants Sizewise*
21 *Rentals, L.L.C. and American National*
22 *Manufacturing, Inc.*
23
24
25
26
27
28

Ashe P. Puri, SBN. 297814
apuri@foxrothschild.com
FOX ROTHSCHILD LLP
10250 Constellation Blvd., Suite 900
Los Angeles, CA 90067
Telephone: 310-598-4150
Facsimile: 310-556-9828

Steven A. Moore, SBN 232114
steve.moore@pillsburylaw.com
Nicole S. Cunningham, SBN 234390
nicole.cunningham@pillsburylaw.com
PILLSBURY WINTHROP SHAW
PITTMAN LLP
501 West Broadway, Suite 1100
San Diego, CA 92101-3575
Telephone: 619-234-5000
Facsimile: 619-236-1995

Kecia J. Reynolds (*pro hac vice*)
kecia.reynolds@pillsburylaw.com
PILLSBURY WINTHROP SHAW
PITTMAN LLP
1200 Seventeenth Street, NW
Washington, DC 20036
Telephone: 202-663-8000
Facsimile: 202-663-8007

Counsel for Plaintiff Sleep Number
Corporation

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STIPULATION

IT IS HEREBY STIPULATED AND AGREED by and between attorneys for Plaintiff Sleep Number Corporation (“Plaintiff”) and Defendants Sizewise Rentals, L.L.C. and American National Manufacturing, Inc. (collectively, “Defendants”) (Plaintiff and Defendants, collectively “the Parties” and individually a “Party”) as follows:

WHEREAS, prior to the present cases, the Parties were involved in a proceeding before the United State International Trade Commission (“ITC”), *Certain Air Mattress Systems, Components Thereof, and Methods of Using the Same*, USITC Inv. No. 337-TA-971 (the “971 investigation”). During the course of the 971 investigation, the Parties disclosed certain materials that were protected by a protective order (the “PO”) issued in that matter. *See id.*, Order No. 1 (Nov. 23, 2015). The PO allows for the use of protected materials outside the scope normally allowed by the PO with the written permission of the party that supplied the protected materials. *See id.*, Order No. 1, ¶ 3.

WHEREAS, at least some of the protected materials from the 971 investigation are relevant to the present cases, and the Parties desire to be able to use certain protected materials from the 971 investigation in the present cases without running afoul with the PO.

IT IS THEREFOR STIPULATED:

1. The Parties agree that all materials designated under the PO in the 971 investigation will be considered to have been designated as HIGHLY CONFIDENTIAL — OUTSIDE COUNSEL ONLY under the stipulated protective orders issued in the present cases (*see* -356, Dkt. 69; -357, Dkt. 75), except source code materials shall be considered to have been designated as HIGHLY CONFIDENTIAL SOURCE CODE — OUTSIDE COUNSEL ONLY, and shall be treated in accordance with the stipulated protective orders in the present cases. All



1 disputes related to materials from the 971 investigation shall be governed by the
2 stipulated protective orders in the present cases.

3 2. Each Party may use any and all the other Party's protected materials
4 from the 971 investigation for any purpose in the present cases (subject to the terms
5 and condition of this Stipulation and the stipulated protective orders in the present
6 cases).¹

7 3. The Parties agree that they will not withhold discovery in the present
8 cases merely on the ground that such discovery was provided in the 971
9 investigation.²

10 4. To the extent a Party desires to use the other Party's protected
11 materials from the 971 investigation in the present cases (such as, for a filing, at
12 deposition, or at trial) and those materials have not been formally produced in the
13 present cases by the other Party, the Party desiring to use the materials may,
14 depending on the circumstances: (a) request the other Party formally produce the
15 materials, (b) formally produce the materials itself, or (c) use the materials. In any
16 of the cases (a) – (c), the Party producing or using the materials shall appropriately
17 mark the materials to preserve the material's confidentiality designation and
18 comply with the stipulated protective orders in the present cases with respect to that
19 confidentiality designation.

20 5. The Parties provide their "written consent" pursuant to ¶ 3 of the PO in
21 the 971 investigation for the above provisions.

22
23 ¹ The Parties agree that copies maintained of protected materials of the other party
24 from the 971 investigation shall constitute a reproduction of such materials, and
25 thus such materials are not subject to the return/destruction provision of ¶ 14 of
26 the PO. Such materials shall be subject to the return/destruction provisions of ¶
13 of the protective orders in the present cases.

27 ² The Parties intend to meet and confer regarding re-producing in the present
28 cases of relevant documents from their document productions from the 971
investigation.

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6. This stipulation shall not apply to any protected materials supplied by and independently designated as protected by a third party, e.g., a third party other than prosecuting attorneys and inventors.

The content of this document is acceptable to all persons who have signed below.

Date: Wednesday, August 29, 2018

SPENCER FANE LLP

/s/ Jaspal S. Hare

Jaspal S. Hare
Attorney for Defendants

Dated: August 28, 2018

By: s/Elizabeth A. Patton
FOX ROTHSCHILD LLP
Elizabeth A. Patton (admitted *pro hac vice*)
epatton@foxrothschild.com
222 South Ninth Street, Suite 2000
Minneapolis, MN 55402
Telephone: 612-607-7000
Facsimile: 612-607-7100
Attorneys for Plaintiff
SLEEP NUMBER CORPORATION

