

# EXHIBIT C

IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF TEXAS  
TYLER DIVISION

INVENSYS SYSTEMS, INC.	§	
	§	
Plaintiff,	§	C.A. No.: 6:12-cv-00799-LED
v.	§	
	§	
EMERSON ELECTRIC CO. and	§	
MICRO MOTION INC., USA,	§	
	§	
Defendants.	§	

**PROTECTIVE ORDER**

WHEREAS, Plaintiff Invensys Systems, Inc. and Defendants Emerson Electric Co. and Micro Motion, Inc. hereafter referred to as “the Parties,” believe that certain information that is or will be encompassed by discovery demands by the Parties involves the production or disclosure of trade secrets, confidential business information, or other proprietary information;

WHEREAS, the Parties seek a protective order limiting disclosure thereof in accordance with Federal Rule of Civil Procedure 26(c):

THEREFORE, it is hereby stipulated among the Parties and ORDERED that:

1. Each Party may designate as confidential for protection under this Order, in whole or in part, any document, information or material that constitutes or includes, in whole or in part, confidential or proprietary information or trade secrets of the Party or a Third Party to whom the Party reasonably believes it owes an obligation of confidentiality with respect to such document, information or material (“Protected Material”). Protected Material shall be designated by the Party producing it by affixing a legend or stamp on such document, information or material as follows: “CONFIDENTIAL,” “RESTRICTED – ATTORNEY’S EYES ONLY,” or “RESTRICTED CONFIDENTIAL SOURCE CODE.” The designation shall be placed clearly

on each page of the Protected Material (except deposition and hearing transcripts) for which such protection is sought. For deposition and hearing transcripts, the designation shall be placed on the cover page of the transcript (if not already present on the cover page of the transcript when received from the court reporter) by each attorney receiving a copy of the transcript after that attorney receives notice of the appropriate designation of some or all of that transcript.

2. Any document produced under Patent Rules 2-2, 3-2, and/or 3-4 before issuance of this Order with the designation “Confidential” shall receive the same treatment as if designated “CONFIDENTIAL” under this Order, unless and until such document is redesignated to have a different classification under this Order. Any document produced under Patent Rules 2-2, 3-2, and/or 3-4 before issuance of this Order with the designation “Confidential – Outside Attorney’s Only,” “Confidential – Attorneys’ Eyes Only” or “Attorneys’ Eyes Only” shall receive the same treatment as if designated “RESTRICTED – ATTORNEYS’ EYES ONLY” under this Order, unless and until such document is redesignated to have a different classification under this Order.

3. With respect to documents, information or material designated “CONFIDENTIAL,” “RESTRICTED – ATTORNEYS’ EYES ONLY,” or “RESTRICTED CONFIDENTIAL SOURCE CODE” (“DESIGNATED MATERIAL”)<sup>1</sup> subject to the provisions herein and unless otherwise stated, this Order governs, without limitation: (a) all documents, electronically stored information, and/or things as defined by the Federal Rules of Civil Procedure; (b) all pretrial, hearing or deposition testimony, or documents marked as exhibits or for identification in depositions and hearings; (c) pretrial pleadings, exhibits to pleadings and other court filings; (d) affidavits; and (e) stipulations. All copies, reproductions, extracts, digests and complete or partial

---

<sup>1</sup> The term DESIGNATED MATERIAL is used throughout this Protective Order to refer to the class of materials designated as “CONFIDENTIAL,” “RESTRICTED - ATTORNEYS’ EYES ONLY,” or “RESTRICTED CONFIDENTIAL SOURCE CODE,” both individually and collectively.

summaries prepared from any DESIGNATED MATERIALS shall also be considered DESIGNATED MATERIAL and treated as such under this Order.

4. A designation of Protected Material (*i.e.*, “CONFIDENTIAL,” “RESTRICTED – ATTORNEYS’ EYES ONLY,” or “RESTRICTED CONFIDENTIAL SOURCE CODE”) may be made at any time. Inadvertent or unintentional production of documents, information or material that has not been designated as DESIGNATED MATERIAL shall not be deemed a waiver in whole or in part of a claim for confidential treatment. Any Party that inadvertently or unintentionally produces Protected Material without designating it as DESIGNATED MATERIAL may request destruction of that Protected Material by notifying the recipient(s), as soon as reasonably possible after the producing Party becomes aware of the inadvertent or unintentional disclosure, and providing replacement Protected Material that is properly designated. The recipient(s) shall then destroy or return all copies of the inadvertently or unintentionally produced Protected Materials and any documents, information or material derived from or based thereon.

5. “CONFIDENTIAL” documents, information and material may be disclosed only to the following persons, except upon receipt of the prior written consent of the designating Party, upon order of the Court, or as set forth in paragraph 12 herein:

- a) outside counsel of record in this Action for the Parties;
- b) employees of such counsel assigned to and reasonably necessary to assist such counsel in the litigation of this Action;
- c) in-house counsel for the Parties who either have responsibility for making decisions dealing directly with the litigation of this Action, or who are assisting outside counsel in the litigation of this Action;
- d) up to and including three (3) designated employees of each of the Parties to the extent reasonably necessary for the litigation of this Action, except that either Party

may in good faith request the other Party's consent to designate one or more additional employees, the other Party shall not unreasonably withhold such consent, and the requesting Party may seek leave of Court to designate such additional employee(s) if the requesting Party believes the other Party has unreasonably withheld such consent.

**PLAINTIFF'S PROPOSAL:** [No Undertaking of Appendix B is necessary for access to first tier "CONFIDENTIAL" material by designated employees.]

**DEFENDANTS' PROPOSAL:** [Before access is given to the designated employees discussed in this paragraph, the representatives (i) shall complete the Undertaking attached as Appendix B hereto agreeing to be bound by the terms of this protective order and identifying the person's name ("Undertaking") and (ii) the receiving Party shall deliver such Undertaking to the producing Party; and the same is delivered to outside counsel for the producing Party at least ten (10) days before access to the DESIGNATED MATERIAL is to be given to the employee. If a producing Party objects to disclosure of the DESIGNATED MATERIAL to the employee, 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 ten (10) days 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 shall occur until all such objections are resolved by agreement or Court order. The Undertaking of employees to whom DESIGNATED MATERIAL is disclosed shall be maintained by outside counsel for the receiving Party and made available to the Court upon the Court's request.]

- e) 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, provided that: (1) such consultants or experts are not presently employed by the Parties hereto for purposes other than this Action; (2) before access is given, the consultant or expert has completed the Undertaking attached as Appendix A hereto and the same is delivered, along with a current curriculum vitae of the consultant or expert, as required by this Paragraph 5(e). The Undertaking of outside consultants or experts to whom DESIGNATED MATERIAL is disclosed shall be maintained by outside counsel for the receiving Party with copies delivered to outside counsel for the producing Party at least ten (10) days before access to the DESIGNATED MATERIAL is to be given to that consultant. If a producing Party objects to disclosure of the DESIGNATED 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 ten (10) days 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 shall occur until all such objections are resolved by agreement or Court order. The Undertaking of outside consultants or experts to whom DESIGNATED MATERIAL is disclosed shall be maintained by outside counsel for the receiving Party and made available to the Court upon the Court's request.

# Explore Litigation Insights

Docket Alarm provides insights to develop a more informed litigation strategy and the peace of mind of knowing you're on top of things.

## Real-Time Litigation Alerts



Keep your litigation team up-to-date with **real-time alerts** and advanced team management tools built for the enterprise, all while greatly reducing PACER spend.

Our comprehensive service means we can handle Federal, State, and Administrative courts across the country.

## Advanced Docket Research



With over 230 million records, Docket Alarm's cloud-native docket research platform finds what other services can't. Coverage includes Federal, State, plus PTAB, TTAB, ITC and NLRB decisions, all in one place.

Identify arguments that have been successful in the past with full text, pinpoint searching. Link to case law cited within any court document via Fastcase.

## Analytics At Your Fingertips



Learn what happened the last time a particular judge, opposing counsel or company faced cases similar to yours.

Advanced out-of-the-box PTAB and TTAB analytics are always at your fingertips.

## API

Docket Alarm offers a powerful API (application programming interface) to developers that want to integrate case filings into their apps.

## LAW FIRMS

Build custom dashboards for your attorneys and clients with live data direct from the court.

Automate many repetitive legal tasks like conflict checks, document management, and marketing.

## FINANCIAL INSTITUTIONS

Litigation and bankruptcy checks for companies and debtors.

## E-DISCOVERY AND LEGAL VENDORS

Sync your system to PACER to automate legal marketing.