UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF OHIO
EASTERN DIVISION

In re WELDING ROD PRODUCTS LIABILITY LITIGATION	)	Case No. 1:03-CV-17000
	)	MDL Docket No. 1535
_____	)	
THIS DOCUMENT RELATES TO ALL ACTIONS	)	JUDGE O'MALLEY

CONFIDENTIALITY AND PROTECTIVE ORDER

IT IS HEREBY ORDERED that the following Confidentiality and Protective Order ("Protective Order") shall govern the confidentiality of certain documents and information in this proceeding:

I. Scope of Discovery Materials. This Order applies to all products of discovery and all information derived therefrom ("Discovery Materials"), including, but not limited to, all documents (including electronic documents) and deposition testimony, and any copies, excerpts or summaries thereof, obtained by any party pursuant to requests for production of documents, requests for admissions, interrogatories, notices of deposition, subpoenas, the Case Management Order entered on December 9, 2003, or the requirements of any other court order entered herein.

II. Confidential Information Discovery Materials containing trade secrets, or other confidential or proprietary research, development, manufacturing, commercial or business information within the scope of Fed. R. Civ. P. 26(c) or other applicable statutory or common law, may be designated by a party as "Confidential Information". Without prejudice to the right of a party to object to the production of the following information or of a party to seek its production, the information subject to such designation shall include the producing party's:

(a) Customer names;

(b) Proprietary design, formulation, development, research, manufacturing, production, licensing, distribution, and marketing information regarding welding consumables, whether previously or currently marketed or under development;

(c) Information concerning competitors;

(d) Personnel records and information;

(e) Financial information not publicly filed with any federal or state regulatory authorities;

(f) Private medical information that identifies a person unless such names can be redacted; and

(g) Information submitted to any governmental or regulatory agency, which information is exempt from public disclosure.

Additionally, certain Discovery Materials consisting of formulas and codes for welding consumables may be separately designated as "Formula Confidential Information" and will be subject to the special protections set forth in Section VIII herein.

By designating Discovery Materials as containing Confidential Information, the designating party represents that it has made a good faith determination that the Discovery Materials contain Confidential Information.

III. Request to Designate Other Materials as Confidential Information. If any party believes that a document or information not falling within the scope of Section II should be considered "Confidential Information", the party may apply to this Court for an appropriate order.

IV. Non-Disclosure of Confidential Information; Consent to Court's Jurisdiction. Confidential Information shall be held in the strictest confidence by all parties, their attorneys, experts and agents, shall be used solely for purposes of this proceeding or any related state court welding rod proceedings in which the information is permitted to be used pursuant to the requirements of Section VII.A.3, and for no other purpose without prior written approval from the Court or the prior written consent of the designating person or party, and shall not be disclosed except in accordance with Sections VII and VIII of this Order. All persons receiving or given access to Confidential Information in accordance with the terms of this Order consent to the continuing jurisdiction of the Court for the purposes of enforcing this Order and remedying any violations thereof.

V. Receipt and Endorsement of Protective Order by Recipients. All persons identified in Sections VII.A.2, A.3, A.4, A.6, A.8 and A.9, prior to being given access to Confidential Information (including any Confidential Information contained in the Depository created pursuant to Section X.D.1. of the Case Management Order), shall be provided with a copy of this Order and shall execute a copy of the Endorsement of Protective Order, attached as Exhibit A. Counsel or its agent providing access to Confidential Information (including those persons designated by the Plaintiffs' Executive Committee to supervise the Depository) shall retain the signed original of the Endorsement of Protective Order for each person to whom the Confidential Information is disclosed and shall provide a copy to the party who designated the Discovery Materials as containing Confidential Information, upon written request from that party, subject to the right of the party receiving the request to seek leave of Court to withhold production of the Endorsements or otherwise modify the requirement that such Endorsements be produced. For

Confidential Information disclosed to experts, a copy of the Endorsement need not be produced, if requested, unless and until the expert is designated as a testifying expert.

VI. Marking Discovery Materials as Confidential Information; Time for Designation

A. All writings containing Confidential Information shall have the following language stamped on the face of the writing, or shall otherwise have such language clearly marked:

CONFIDENTIAL
or
CONFIDENTIAL INFORMATION
SUBJECT TO PROTECTIVE ORDER

Such stamping or marking will take place prior to production by the producing person or party, or subsequent to selection by the receiving party for copying but prior to the actual copying. The stamp shall be affixed in such manner as not to obliterate or obscure any written matter.

B. In the case of deposition testimony concerning Confidential Information or relating to documents designated as Confidential Information, counsel representing the deponent or counsel representing the person or party who designated the information or document as Confidential Information shall note on the record before or during the testimony that such testimony constitutes Confidential Information. Any additional designations of Confidential Information with respect to a deponent's testimony, or to exhibits used during the deposition that were not previously designated as Confidential Information, shall be made within 10 days after the transcript has been received by counsel who wishes to make such a designation. Counsel shall make such a designation by providing written notice to other counsel, pursuant to the provisions of the Case Management Order, in which the testimony being designated as Confidential Information shall be identified by page and line number(s) and any exhibits being designated as Confidential Information shall be identified by exhibit number. Until the expiration of such 10-day period, the entire text of the deposition, including exhibits, shall be treated as Confidential Information under this Order.

C. In the event that the producing person or party inadvertently fails to designate Discovery Materials as Confidential Information before or at the times set forth in the above provisions of this Section, the person or party may make such a designation subsequently by notifying in writing and as soon as practicable all parties to whom such Discovery Materials were produced. After receipt of such notification, the parties to whom production has been made shall treat the designated Discovery Materials as Confidential Information, subject to their right to dispute such designation in accordance with Section IX of this Order.

VII. Limited Disclosure of Confidential Information

A. Confidential Information shall not be disclosed to anyone other than the following categories of persons:

1. The Court (and any appellate court), including court personnel, jurors, and alternate jurors.

2. If designated as confidential by any Plaintiff, to Defendants' Liaison Counsel, each Defendant's in-house and outside counsel, any attorneys employed by or retained by Defendant's in-house or outside counsel who are assisting in connection with this litigation, and the paralegal, clerical, secretarial and other staff employed or retained by all such counsel.

3. If designated as confidential by any Defendant, to Plaintiffs' Lead Co-Counsel, Plaintiffs' Liaison Counsel, Plaintiffs' Executive Committee, a plaintiff's individual counsel of record, and the paralegal, clerical, secretarial and other staff employed or retained by all such counsel who are working on the litigation; also, plaintiffs' attorneys in other filed lawsuits not subject to this proceeding which allege injuries or damages resulting from exposure to manganese in the fumes of welding consumables, including their paralegal, clerical, secretarial and other staff who are working on the litigation, provided, however, that such counsel have first agreed in writing to be governed by the terms of this Order or another protective order that is the substantial equivalent of this Order. In connection with disclosure to an attorney in a related welding rod case who claims to be bound by a "substantially equivalent order", the designating person or party shall be given 10 days notice of the proposed disclosure in order to determine whether the party to whom disclosure is contemplated is governed by a "substantially equivalent" order. If the designating person or party does not object within that 10-day period, then disclosure may be made. If the designating person or party objects, no disclosure shall be made until the matter is resolved by the Court.

4. If designated as confidential by any Defendant, then unless counsel for that Defendant objects in writing to such disclosure at the time such information is produced, in-house and outside counsel for any other Defendant, including any attorneys employed by or retained by any other Defendant's counsel who are assisting in connection with this litigation, and the paralegal, clerical, secretarial and other staff employed or retained by all such counsel.

5. Court reporters (including persons operating video recording equipment at depositions) and persons preparing transcripts of testimony to the extent necessary to prepare such transcripts.

6. Experts, advisors and consultants who have been retained in this litigation, including persons directly employed by such experts, advisors and consultants, (collectively "Experts") but only to the extent necessary to perform their work in connection with this litigation and only after they have complied with the provisions of Section V. Notwithstanding the above, in no event shall any Confidential Information be provided to any stock analysts, investment bankers, or others who follow or report on the financial viability of a company, business or industry.

7. The persons or party who authored the Confidential Information or who received such Confidential Information in the ordinary course of business.

8. Such persons as counsel for the person or party designating the Discovery Materials as containing Confidential Information shall consent to in writing before the proposed disclosure.

9. Deponents or trial witnesses, other than plaintiffs, if the Confidential Information to be disclosed is relevant to their testimony.

10. Such other persons, such as plaintiffs, as the Court shall order, subject to whatever restrictions the Court shall require.

B. All parties and their respective counsel, paralegals, employees and assistants who receive Discovery Materials shall take all reasonable steps necessary to prevent the disclosure of Confidential Information other than in accordance with the terms of this Order.

C. Each person who is permitted under the terms of this Order to see Confidential Information shall first be given a copy of this Order, shall read this Order, and shall further be advised orally of the obligation to honor the designation of Confidential Information, and if required under the terms of Section V, shall execute a copy of the Endorsement of Protective Order, attached hereto as Exhibit A.

D. Disclosure of Confidential Information other than in accordance with the terms of this Order may subject the disclosing person to such sanctions and remedies as the Court may deem appropriate, including without limitation, contempt citations, injunctive relief and damages.

VIII. Special Requirements Governing Disclosure of Formula and Codes Documents.

A. Formulas and codes for welding consumables, which include any documents and information that refer or relate to the formulas, chemicals, and substances, and the quantities of chemicals and substances, used in the design or manufacture of welding consumables, are highly confidential, proprietary and commercially sensitive trade secrets (collectively, "Formula Confidential Information"). While Formula Confidential Information is a type of Confidential Information pursuant to Section II, because of the competitive nature of the welding consumables industry and the highly sensitive nature of a company's formulas and codes, the following special requirements, along with the other provisions in this Protective Order to the extent not inconsistent with or contrary to the provisions of this Section VIII, govern the disclosure of Formula Confidential Information. To the extent the following special requirements are inconsistent with or contrary to any other provisions within this Order, they supercede and replace such provisions.

B. Any producing Defendant may designate material or information as Formula Confidential Information upon a good faith determination that the material or information meets the criteria of Sections II and VIII.A. The producing Defendant shall designate material or information as

Formula Confidential Information by placing or affixing on the material or information in a manner which will not interfere with its legibility the words:

"FORMULA CONFIDENTIAL INFORMATION
SUBJECT TO PROTECTIVE ORDER"

C. No person, other than the designating Defendant, shall disclose or permit the disclosure, in any form whatsoever, of any Formula Confidential Information to any other person or entity, except in the following circumstances and, with the exception of the persons identified in subpart 1 below, after the execution of the Endorsement of Protective Order, attached hereto as Exhibit A.

1. Disclosure may be made to the Court and its personnel. Section XI of this Order shall apply to any such filing of Formula Confidential Information. Unredacted copies of such filing shall be served only upon counsel for the designating party, and counsel for other parties shall be served copies of such filing with the Formula Confidential Information redacted.

2. Disclosure may be made to Plaintiffs' Lead Co-Counsel, who shall be permitted to maintain one copy of Formula Confidential Information at Mr. Barrett's offices in Nashville, Tennessee. Such material or information shall be maintained in a locked filing cabinet(s) within a locked room except when being reviewed or utilized by Plaintiffs' Lead Co-Counsel. Access to the filing cabinet(s) and room shall be restricted solely to Messrs. Barrett and Scruggs. Other attorneys and staff at Barrett Law Office, P.A. and The Scruggs Law Firm, P.A. who are actively involved in this proceeding may have access to the Formula Confidential Information for review as necessary in the litigation only upon the express determination of either Mr. Barrett or Mr. Scruggs. A permanent record of the individuals who have had access to these materials or information shall be maintained by Plaintiffs' Lead Co-Counsel. Any notes relating to the Formula Confidential Information which are made by those being given access to such materials and information shall be kept within the locked filing cabinet(s) within the locked room. Additional copies of the Formula Confidential Information shall not be made by those given access to it under this paragraph except (a) for filings with the Court, (b) by written consent of the party or person that designated the Formula Confidential Information, or (c) by order of this Court. Formula Confidential Information need not be produced by Defendants for inclusion in the Depository.

3. Attorneys at Barrett Law Office, P.A. and The Scruggs Law Firm, P.A. who are given access to Formula Confidential Information pursuant to the preceding paragraph may, upon the express determination of Mr. Barrett or Mr. Scruggs and subject to the requirement of obtaining a signed Endorsement of Protective Order, discuss Formula Confidential Information with other plaintiffs' attorneys involved in this proceeding only to the extent necessary to prosecute those plaintiffs' claims; provided, however, that no document itself which contains Formula Confidential Information shall be shown to such other plaintiff's attorney unless ordered by this Court or agreed to in writing by the designating party. Formula Confidential Information may be discussed with plaintiff's attorneys in related welding rod cases not subject to this proceeding only after written consent has been obtained from the designating party.

4. Disclosure of Formula Confidential Information may be made to experts, advisors, and consultants employed by Plaintiffs' Lead Co-Counsel to assist in the preparation and trial of cases within this proceeding provided that: (a) such experts may review such material or information but may not be provided with nor make copies of such material or information absent written consent of the designating party or further order of this Court; (b) any notes made by the expert relating to Formula Confidential Information shall not be copied by the expert nor disseminated to anyone else, shall be kept in a locked filing cabinet except when actually being used by the expert, and following the conclusion of the cases transferred to this proceeding shall be returned to the designating party pursuant to Section XVII (or if the expert's services are terminated prior to such conclusion, then the notes shall be returned to the designating party within 30 days of such termination); and (c) prior to disclosure, the identity and resume of any such expert shall be provided to the Court *in camera* and *ex parte*, along with an affirmation that such expert is not currently employed by a manufacturer or distributor of welding consumables or welding equipment or by a corporate affiliate of a manufacturer or distributor of welding consumables or welding equipment.

5. Disclosure may be made to persons whose depositions are being taken so long as such disclosure is made during the course of the deposition, provided that: (a) the deponent is a current or former officer, director or employee of the designating party or a corporate affiliate of the designating party, or (b) the deponent is an expert retained by the designating party (either individually or jointly by defendants), or (c) the designating party consents in advance in writing or on the record to such disclosure, or (d) by further order of this Court. Prior to a deposition in which a questioning party intends to disclose Formal Confidential Information to a deponent, the questioning party shall notify the designating party in writing of such intention so that the designating party can determine if attendance at all or part of the deposition may need to be limited. The parties shall use their best efforts to reach agreement on any restrictions that may be required in such situations. Any Formula Confidential Information documents used as deposition exhibits shall be retained only by Plaintiffs' Lead Co-Counsel and counsel for the designating party.

a. If a document containing Formula Confidential Information is marked as an exhibit during a deposition, it shall not be provided to the court reporter at the conclusion of the deposition. No copies of the document shall be attached to the original or any copies of the deposition transcript. The document, however, shall be listed as an exhibit to the deposition (along with any other exhibits) and its description in the list of exhibits shall be determined in advance by agreement between the party which had the document marked as an exhibit and the designating party. The description shall also indicate that the document contains Formula Confidential Information pursuant to the terms of this Order and that it is not being attached to the transcript.

b. To the extent testimony is given by the deponent regarding Formula Confidential Information, the court reporter, in preparing the transcript, shall be instructed to not include such testimony within the main body of the transcript and in place of such testimony, to make a notation in the record that certain testimony has been redacted from the transcript because it constitutes Formula Confidential Information. The court reporter shall further prepare a separate transcript constituting an Addendum to

the main transcript, and the testimony regarding Formula Confidential Information shall be transcribed in the Addendum transcript. The Addendum transcript shall be provided upon request by the court reporter to only Plaintiffs' Lead Co-Counsel, Defendants' Liaison Counsel, counsel for the designating party, and counsel representing the deponent at the deposition. Neither the original nor a copy of the Addendum transcript shall be deposited in the Depository. If the deponent's signature was waived, the original of the Addendum transcript shall be provided by the court reporter to counsel for the designating party. If the deponent's signature was not waived, the original of the Addendum transcript shall be provided by the court reporter to counsel representing the deponent who, after obtaining the deponent's signature, shall promptly transmit the original to counsel for the designating party.

IX. Disputing a Designation of Confidential Information

A. If at any time a party wishes for any reason to dispute a designation of Discovery Materials as containing Confidential Information, such party shall notify the designating party of such dispute in writing, specifying by exact document numbers the material in dispute and the precise nature of the dispute with regard to each such document or other Discovery Materials. If, after a good faith attempt, the parties are unable amicably to resolve the dispute, the party designating the Discovery Materials as containing Confidential Information shall apply to the Court for a ruling as to whether the designated Discovery Materials may, in accordance with this Order, properly be treated as Confidential Information. Such application shall be made within 30 days from the date on which the party which made the designation receives notice in writing from the party disputing the designation that the parties' good faith efforts to resolve the dispute have failed. The designating party shall have the burden of proof on such motion to establish the propriety of its confidentiality designation.

B. All Discovery Materials designated as Confidential Information under this Order, whether or not such designation is in dispute pursuant to subsection A above, shall retain that designation and be treated as Confidential Information in accordance with the terms hereof unless and until:

1. The designating party agrees in writing that the material is no longer confidential and subject to the terms of this Order; or

2. The 30 day period referenced in subsection A above runs without an application being submitted to the Court for a ruling as to the confidentiality of the disputed Discovery Materials; or

3. Ten days after an Order of the Court holding that the Discovery Materials in question are not properly designated as containing Confidential Information, unless within such time period, the party who designated the Discovery Materials as containing Confidential Information shall have moved for leave to appeal the Court's ruling. If such a motion is made, then the Discovery Materials shall retain their designation until any such appeal is resolved.

C. If a party successfully challenges the designation of Discovery Materials as containing Confidential Information, then the designating party shall produce a new version of the Discovery Materials without the Confidential Information designation.

D. Challenges to the designation of Discovery Materials as containing Confidential Information may be made at any time and are not waived by the failure to raise the challenge at the time of the initial production of the designated Discovery Materials.

X. Non-Party Designation of Confidential Information. Any non-party who is producing Discovery Materials in this litigation may subscribe to and obtain the benefits of the terms and protections of this Order by designating as "Confidential Information" or "Formula Confidential Information", pursuant to the provisions herein, the Discovery Materials that the non-party is producing.

XI. Filing Confidential Information or Formula Confidential Information with the Court.

A. Any Discovery Materials that have been designated as containing Confidential Information or Formula Confidential Information which are filed with the Court, and any pleading, motion or other paper filed with the Court containing or disclosing any Confidential Information or Formula Confidential Information, shall be filed under seal with the Clerk of Court in an envelope marked "SEALED," which also shall bear the legend:

"THIS DOCUMENT CONTAINS CONFIDENTIAL INFORMATION [or FORMULA CONFIDENTIAL INFORMATION]
COVERED BY A PROTECTIVE ORDER OF THE COURT AND IS SUBMITTED UNDER SEAL PURSUANT TO THAT PROTECTIVE ORDER.
THE CONFIDENTIAL CONTENTS OF THIS DOCUMENT MAY NOT BE DISCLOSED WITHOUT EXPRESS ORDER OF THE COURT."

In addition, the first page of any pleading, motion or other paper which itself contains Confidential Information or Formula Confidential Information shall have this legend marked upon it.

B. The Discovery Materials, pleadings, motions or other papers containing or disclosing Confidential Information or Formula Confidential Information shall be kept under seal by the Clerk of Court until further order of the Court. Such Discovery Materials, pleadings, motions or other papers shall be available to the Court and its personnel.

C. Service of any pleading, motion or other paper being filed with the Court that contains or discloses any Confidential Information that is not Formula Confidential Information shall be made only upon those counsel of record entitled to receive Confidential Information under Section VII of this Order, and then only after such counsel of record has complied with the provisions of Section V of this Order (or has demonstrated prior compliance under Section V with respect to such Confidential Information). All other counsel of record shall be served only with a notice stating that the pleading, motion or other paper is being served and that it contains

Confidential Information. Service of any pleading, motion or other paper being filed with the Court that contains or discloses any Formula Confidential Information shall be in accord with Section VIII.C.1 of this Order. The provisions of this subsection XI.C regarding service of Confidential Information or Formula Confidential Information may be modified upon prior written consent of the party or person that designated the materials or information as Confidential Information or Formula Confidential Information.

XII. Additional Disclosure Provisions.

A. Except as provided for herein, nothing in this Order shall prevent or restrict counsel for any party from inspecting, reviewing, using or disclosing any Discovery Materials produced or provided by that party, including Discovery Materials designated as Confidential Information.

B. Nothing in this Order shall restrict the use of Confidential Information by the person or party who is asserting the claim of confidentiality as to that information

C. Nothing shall prevent disclosure of Confidential Information beyond that required under this Order if the designating party consents in writing to such disclosure.

D. No disclosure pursuant to this Section XII shall waive any rights or privileges of any party granted by this Order.

XIII. Other Objections Preserved. This Order shall not enlarge or affect the proper scope of discovery in this or any other litigation, nor shall this Order imply that Confidential Information is properly discoverable, relevant or admissible in this or any litigation. All parties reserve the right to object to any disclosure of information or production of any document that is designated as Confidential Information on any other ground the party may deem appropriate.

XIV. Additional Protections. The entry of this Order shall be without prejudice to the right of any party hereto, or of any non-party, to assert or apply for additional or different protection.

XV. Ensuring Compliance with Order. All parties and counsel for such parties in this proceeding shall make a good faith effort to ensure that their experts, employees and agents comply with this Order. In the event of a change in counsel, retiring counsel shall fully instruct new counsel of their responsibilities under this Order.

XVI. Survival of Terms. The terms of this Order shall survive and remain in effect after the termination of this proceeding. The parties shall take such measures as are necessary and appropriate to prevent the public disclosure of Confidential Information, through inadvertence or otherwise, after the conclusion of this litigation.

XVII. Return of Confidential Information to Producing Party. Within 30 days of the conclusion of the cases transferred to this proceeding, whether by trial, appeal or otherwise, all Confidential Information hereby protected, all Discovery Materials containing such Confidential Information, and all other documents, copies thereof, or any other media which incorporate any of the Confidential Information, shall promptly be assembled and delivered to counsel for the

party that designated the Discovery Materials as containing Confidential Information. If there are any related welding rod cases pending at that time in which Confidential Information was produced pursuant to the terms of this Order, any party in such a case may move the Court for leave to retain such Confidential Information pending the completion of such case.

XVIII. Duties Upon Receipt of Subpoena by Non-Party for Confidential Information. If a party, or its counsel or expert, having received Confidential Information from another person or party is served with a subpoena or other process by or from any court, administrative or legislative body, or any other person or organization, which calls for the production of some or all of the Confidential Information, the party to whom the subpoena or other process (hereinafter "collectively "subpoena") is directed shall not, to the extent permitted by applicable law, provide or otherwise disclose such documents or information until 10 business days after notifying counsel for the designating person or party in writing of all of the following: (a) the information and documentation which is requested for production in the subpoena; (b) the date on which compliance with the subpoena is requested; (c) the location at which compliance with the subpoena is requested; (d) the identity of the party serving the subpoena; and (e) the case name, jurisdiction and index, docket, complaint, charge, civil action or other identification number or other designation identifying the litigation, administrative proceeding or other proceeding in which the subpoena has been issued. The party, counsel or expert receiving the subpoena or other process shall thereafter cooperate with the designating party in any proceeding relating thereto.

XIX. Use of Confidential Information at Hearing or Trial. This Order does not restrict or limit the use of Confidential Information at any hearing or trial. Prior to any hearing or trial at which the use of Confidential Information is anticipated, the parties shall meet and confer regarding the use of the confidential material. If the parties cannot agree, the parties shall request the Court to rule on such procedures.

IT IS SO ORDERED.

KATHLEEN McDONALD O'MALLEY
UNITED STATES DISTRICT JUDGE

EXHIBIT A

ENDORSEMENT OF PROTECTIVE ORDER

STATE OF _____)

)

COUNTY OF _____)

Being duly sworn,

I hereby attest to my understanding that information or documents designated as Confidential Information and/or Formula Confidential Information are being provided to me subject to the Confidentiality and Protective Order dated _____, _____ (the "Protective Order"), a copy of which is attached; that I have read the Protective Order, and, if I am not an attorney, that I have had its meaning and effect explained to me by the attorneys providing me with the Confidential Information and/or Formula Confidential Information, and that I agree to be bound by its terms. I also understand that my execution of this Endorsement of Protective Order, indicating my agreement to be bound by the Protective Order, is a prerequisite to my review of any information or documents designated as Confidential Information and/or Formula Confidential Information pursuant to the Protective Order.

I further agree that I shall not disclose to others, except in accord with the Protective Order, any Confidential Information and/or Formula Confidential Information, in any form whatsoever, and that such Confidential Information and/or Formula Confidential Information may be used only for the purposes authorized by the Protective Order.

I further agree and attest to my understanding that my obligation to honor the confidentiality of such Confidential Information and/or Formula Confidential Information will continue even after this litigation concludes.

I further agree and attest to my understanding that, if I fail to abide by the terms of the Protective Order, I may be subject to sanctions, including contempt of court, for such failure. I agree to be subject to the jurisdiction of the United States District Court for the Northern District of Ohio, for the purposes of any proceedings relating to enforcement of the Protective Order.

If I am a plaintiff's attorney, or a paralegal, clerk, secretary or other staff member in the plaintiff's attorney's firm, in other related welding rod cases not subject to this proceeding, as described in the first sentence in Section VII.A.3 of the Protective Order, the captions, venues and court file or docket numbers for all such cases are as follows:

_____

_____

_____

_____. (Attach extra sheet if necessary.)

Date: _____

By: _____
Printed Name

Signature: _____

Subscribed and sworn to before me this

day of_____ , 20___.

_____
Notary Public