

**IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF MARYLAND**

STATE OF MARYLAND,

Plaintiff,

v.

W. L. GORE & ASSOCIATES, INC.,

Defendant.

Civil Action No. RDB-24-03656

**JOINT REQUEST TO ENTER PROTECTIVE ORDER**

The Parties submit this joint update regarding their effort at negotiating a Stipulated Order Regarding the Confidentiality of Discovery Material (“Protective Order”). The Parties have agreed on and respectfully request the Court to enter the proposed Protective Order attached hereto as Exhibit A.

Dated: April 7, 2025

Respectfully submitted,

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Associates, Inc.*

**CERTIFICATE OF SERVICE**

**I HEREBY CERTIFY** that on this 7th day of April 2025, a copy of the foregoing Joint Request to Enter Protective Order was served via CM/ECF system which will send a notice of electronic filing to all counsel who are CM/ECF participants.

/s/ *Melissa E. Byroade*

Melissa E. Byroade

## **EXHIBIT A**

**IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF MARYLAND**

**STATE OF MARYLAND,**

**Plaintiff,**

**v.**

**W. L. GORE & ASSOCIATES, INC.,**

**Defendant.**

**Case No. 1:24-cv-03656-RDB**

**Hon. Richard D. Bennett**

**STIPULATED ORDER**  
**REGARDING CONFIDENTIALITY OF DISCOVERY MATERIAL**

Whereas Plaintiff, the State of Maryland, and Defendant, W.L. Gore & Associates, Inc., (collectively, the “Parties”) have stipulated that certain discovery material be treated as Confidential; Accordingly, it is this \_\_\_\_ day of \_\_\_\_\_, by the United States District Court for the District of Maryland, ORDERED that all information, testimony, documents and other things, including the substance and content thereof produced, deemed produced under the provisions of this Order, or otherwise disclosed by any party or non-party in discovery in this Litigation shall be subject to the terms and provisions set forth below:

**1. Designation of Discovery Materials as Confidential or Highly Confidential.**

All documents produced in the course of discovery, all responses to Interrogatories, all responses to Requests for Admission, all responses to Requests for Production of Documents, expert reports, and all deposition testimony and deposition exhibits shall be subject to this Order concerning Confidential or Highly Confidential information, as set forth below. By agreeing to the terms of this Stipulated Order, the Parties do not agree that any materials are Confidential or Highly Confidential and reserve all rights to challenge any such designation:

a. Subject to paragraph 2 below concerning Related Litigation Documents, the designation of Confidential information shall be made by placing or affixing on the document, in a manner which will not interfere with its legibility, the word “CONFIDENTIAL.” A party who provides material (the “Designating Party”) may designate it as “CONFIDENTIAL” only when the party in good faith believes it contains sensitive personal information, trade secrets, or other confidential research, development, or commercial information which is in fact confidential. A party shall not routinely designate material as “CONFIDENTIAL,” or make such a designation without reasonable inquiry to determine whether it qualifies for such designation. Except for documents produced for inspection at the party’s facilities, the designation of confidential information shall be made prior to, or contemporaneously with, the production or disclosure of that information. In the event that documents are produced for inspection at the party’s facilities, such documents may be produced for inspection before being marked confidential. Once specific documents have been designated for copying, any documents containing confidential information will then be marked confidential after copying but before delivery to the party who inspected and designated the documents. There will be no waiver of confidentiality by the inspection of confidential documents before they are copied and marked confidential pursuant to this procedure.

b. Subject to paragraph 2 below concerning Related Litigation Documents, the designation of Highly Confidential information shall be made by placing or affixing on the document, in a manner which will not interfere with its legibility, the word “HIGHLY CONFIDENTIAL.” The Designating Party may designate it as “HIGHLY CONFIDENTIAL” only when such a person in good faith believes it to be economically

or competitively sensitive and that an extra layer of protection is warranted as described below. Highly confidential material includes, but is not limited to, proprietary formulas and/or processes, non-public design and/or product testing information that if disclosed would reveal proprietary product formulas, and trade secrets as defined in Md. Code Ann., Com. Law § 11-1201.

c. Portions of depositions shall be deemed confidential only if they are designated as such when the deposition is taken or within twenty business days after receipt of the final transcript. The transcript shall be treated as “CONFIDENTIAL” until the expiration of the twenty-day period.

d. Any testimony which describes a document which has been designated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL” as described above, shall also be deemed to be designated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL” until the designations are received from the Designating Party, consistent with the final transcript receipt timeline in subparagraph (c), above.

e. Exhibits to a deposition shall be treated in accordance with any confidentiality designation previously given to it until the designations are received from the Designating Party in accordance with the timeline set forth in subparagraph (c), above. In designating exhibits in accordance with subparagraph (c), a Party must confirm whether they are maintaining or withdrawing a CONFIDENTIAL designation of that exhibit. Unless otherwise agreed to by the Parties, a Party may not designate a previously produced exhibit as CONFIDENTIAL if that exhibit was not marked CONFIDENTIAL prior to the deposition.

f. Information or documents designated as CONFIDENTIAL under this Order



shall not be used or disclosed by the Parties or counsel for the Parties or any persons identified in subparagraph (g) below for any purposes whatsoever other than preparing for and conducting the litigation in which the information or documents were disclosed (including appeals). Information or documents designated as HIGHLY CONFIDENTIAL under this Order shall not be used or disclosed by the Parties or counsel for the Parties or any persons identified in subparagraph (h) below for any purposes whatsoever other than preparing for and conducting the litigation in which the information or documents were disclosed (including appeals).

g. Unless otherwise ordered by the Court or permitted in writing by the Designating Party, Parties and counsel for the Parties shall not disclose or permit the disclosure of any documents or information designated as “CONFIDENTIAL” under this Order to any other person or entity, except that disclosures may be made in the following circumstances:

i. Disclosure may be made to counsel and employees of counsel for the Parties. Any such employee to whom counsel for the Parties makes a disclosure shall be provided with a copy of, and become subject to, the provisions of this Order requiring that the documents and information be held in confidence.

ii. Disclosure may be made only to employees of a Party to provide assistance in the conduct of the litigation in which the information was disclosed. Any such employee to whom counsel for the Parties makes a disclosure shall be provided with a copy of, and become subject to, the provisions of this Order requiring that the documents and information be held in confidence.

iii. Disclosure may be made to court reporters, videographers, trial

technicians engaged for depositions, and those persons, if any, specifically engaged for the limited purpose of making photocopies of documents.

iv. Disclosure may be made to consultants, discovery vendors, investigators, or experts (hereinafter referred to collectively as “experts”) employed or retained by the Parties or counsel for the Parties to assist in the preparation and trial of the lawsuit. Prior to disclosure to any expert, the expert must have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A), and any disclosure is subject to the conditions set forth in Paragraph (6) below. The “Acknowledgement and Agreement to Be Bound” (Exhibit A) need not be provided to the producing party but shall be retained by the receiving party until the conclusion of the litigation.

v. Disclosure may be made to the court, its personnel, and any court-appointed officials subject to the conditions set forth in Paragraph (4) below.

vi. Disclosure may be made to those noticed for deposition or deponents who have agreed to be bound by the terms of this Order, but only to the extent reasonably necessary in preparing to testify or for giving testimony and subject to the conditions set forth in Paragraph (6) below.

h. Unless otherwise ordered by the Court or permitted in writing by the Designating Party, Parties and counsel for the Parties shall not disclose or permit the disclosure of any documents or information designated as “HIGHLY CONFIDENTIAL” under this Order to any other person or entity, except that disclosures may be made in the following circumstances:

i. Disclosure may be made to counsel and employees of counsel for

the Parties. Any such employee to whom counsel for the Parties makes a disclosure shall be provided with a copy of, and become subject to, the provisions of this Order requiring that the documents and information be held in the highest confidence.

ii. Disclosure may be made only to employees of a Party to provide assistance in the conduct of the litigation in which the information was disclosed. Any such employee to whom counsel for the Parties makes a disclosure shall be provided with a copy of, and become subject to, the provisions of this Order requiring that the documents and information be held in the highest confidence.

iii. Disclosure may be made to court reporters, videographers, trial technicians engaged for depositions, discovery vendors, and persons, if any, specifically engaged for the limited purpose of making photocopies of documents.

iv. Disclosure may be made to consultants, investigators, or experts (hereinafter referred to collectively as “experts”) employed or retained by the Parties or counsel for the Parties to assist in this litigation. Prior to disclosure to any expert, the recipient of the disclosure must sign the “Acknowledgement and Agreement to Be Bound” (Exhibit A). The “Acknowledgement and Agreement to Be Bound” (Exhibit A) need not be provided to the producing party but shall be retained by the receiving party until the conclusion of the litigation.

v. Material marked “HIGHLY CONFIDENTIAL” shall not be disclosed to any entity listed in Exhibit B without consent of the producing party.

vi. Disclosure may be made to the court, its personnel, and any court-appointed officials subject to the conditions set forth in Paragraph (4) below.

vii. Disclosure may be made to those noticed for deposition or

deponents who have agreed to be bound by the terms of this Order, but only to the extent reasonably necessary in preparing to testify or for giving testimony and subject to the conditions set forth in Paragraph (6) below.

viii. To the extent any expert to whom counsel for a Party wishes to disclose material designated HIGHLY CONFIDENTIAL is not willing or is unable to sign the Exhibit A, the Parties shall meet and confer prior to transmission of any HIGHLY CONFIDENTIAL material to such expert.

i. Except as provided in subparagraph (f) above, counsel for the Parties shall keep all documents designated as CONFIDENTIAL or HIGHLY CONFIDENTIAL which are received under this Order secure within their exclusive possession and shall take reasonable efforts to place such documents in a secure area.

j. All copies, duplicates, extracts, summaries, or descriptions (hereinafter referred to collectively as “copies”) of documents or information designated as Confidential Information under this Order or any portion thereof shall be immediately affixed with the word “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL” if that word does not already appear.

2. **Related Litigation Documents.**

a. “Related Litigation Documents” shall include documents produced by Defendant in the following matters:

- *Stephen P. Sutton, et al. v. W.L. Gore & Associates, Inc.*, Civil Action No. MJM-22-1471 (D. Md.);
- *Tina Wolf et al., v. W.L. Gore & Associates, Inc.*, Case No. 1:23-cv-00280 (D. Md.)
- *Stephen Martin and Cheryl Martin v. W.L. Gore & Associates, Inc.*, Case No. 1:24-cv-03549-SAG (D. Md.)

b. Related Litigation Documents shall be deemed to have been produced by Defendant in this litigation. Any Related Litigation Documents that were previously designated, stamped, and/or marked as CONFIDENTIAL or HIGHLY CONFIDENTIAL pursuant to the protective order(s) entered in the matter(s) in which such documents previously were produced, shall be considered CONFIDENTIAL or HIGHLY CONFIDENTIAL under the terms of this Order, unless such designation was withdrawn or overruled by any court.

c. In addition, all such Related Litigation Documents shall remain subject to the provisions of the respective protective orders entered in the action(s) in which such documents previously were produced (the “Related Litigation Orders”), which shall remain in full force and effect and shall in no way be superseded or nullified by the entry of this Order, except that no Party shall assert or argue that production or use of the Related Litigation Documents in this Litigation is a violation of any such Related Litigation Order or this Protective Order because of any person not signing an acknowledgement in the form of or similar to that attached hereto as Exhibit A (if that person signs Exhibit A to this Order), or because of any alleged obligation to return or destroy any such Related Litigation Documents under the Related Litigation Orders.

d. Nothing in this Protective Order shall limit the ability of any Party to use Related Litigation Documents in this Litigation that were not previously designated as CONFIDENTIAL or HIGHLY CONFIDENTIAL pursuant to any Related Litigation Order. Nor does this Order permit any party to designate any portion of any of the Related Litigation Documents as CONFIDENTIAL or HIGHLY CONFIDENTIAL or to assert/reassert a confidentiality claim over any such Related Litigation Documents if the

Related Litigation Documents were not already designated as CONFIDENTIAL or HIGHLY CONFIDENTIAL during the prior litigation in which the document(s) was/ were originally produced and under the applicable Related Litigation Order. This provision does not make discoverable any documents that would not otherwise be subject to discovery in this Litigation.

e. The parties have also executed a stipulation governing the use of depositions and deposition exhibits in the Related Litigations. For the purposes of this Order, those prior materials shall be included in the scope of “Related Litigation Documents.”

3. **Public Material.** The provisions of this Order shall not apply to any documents, data, other information or material that is in the rightful possession of another party to this Order or is otherwise in the public domain without the violation of a confidentiality or protective order.

4. **Confidential Information Filed with Court.** To the extent that any materials subject to this Confidentiality Order (or any pleading, motion, or memorandum disclosing them) are proposed to be filed or are filed with the Court, those materials and papers, or any portion thereof which discloses CONFIDENTIAL or HIGHLY CONFIDENTIAL Information, may be filed under seal with the Clerk of the Court with a simultaneous motion pursuant to L.R. 104.13(c) (hereinafter the “Interim Sealing Motion”), consistent with the intent of the current version of the Court’s Electronic Filing Requirements and Procedures for Civil Cases. The Interim Sealing Motion shall be governed by LR. 105.11. If the Receiving Party seeks to file CONFIDENTIAL or HIGHLY CONFIDENTIAL Information with the Court, the Receiving Party shall file with the Court an Interim Sealing Motion regarding the CONFIDENTIAL or HIGHLY CONFIDENTIAL Information. Even if the filing party believes that the materials subject to the Confidentiality Order are not properly classified as CONFIDENTIAL or HIGHLY CONFIDENTIAL, the filing party

shall file the Interim Sealing Motion and by doing so does not waive any rights to challenge or object to the sealing or designations. Seven (7) days after the Receiving Party files the Interim Sealing Motion, the Designating Party must file a Motion to Seal if it wishes to preserve the designations of the CONFIDENTIAL or HIGHLY CONFIDENTIAL material or keep those materials under seal. The Receiving Party may oppose the Designating Party's Motion to Seal within seven (7) days after the Motion to Seal is filed. To the extent the Designating Party files an Interim Sealing Motion, such motion shall be wholly without prejudice to the filing party's rights under paragraph (8) of this Confidentiality Order.

5. **Inadvertent Failure 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.

6. **Recipients of CONFIDENTIAL or HIGHLY CONFIDENTIAL Information.** Discovery Material under this Order may use such material, and the information set forth therein, solely for the prosecution and defense of this action and any appeals thereto, and not for any business, commercial, or competitive purpose, in any other litigation proceeding or for any other purpose. Nothing contained in this Order, however, will affect or restrict the rights of any Party with respect to its own documents or information produced in this action.

7. **Party Seeking Greater Protection Must Obtain Further Order.** No information may be withheld from discovery on the ground that the material to be disclosed requires protection greater than that afforded by paragraph (1) of this Order unless the party claiming a need for greater protection moves for an order providing such special protection pursuant to Fed. R. Civ. P. 26(c).

8. **Challenging Designation of Confidentiality.** A designation of CONFIDENTIAL or HIGHLY CONFIDENTIAL may be challenged upon motion following a conferral by the Parties. The burden of proving the confidentiality of designated information remains with the party asserting such confidentiality. The provisions of Fed. R. Civ. P. 37(a)(5) apply to such motions.

9. **Return of Confidential or Highly Confidential Material at Conclusion of Litigation.** At the conclusion of the litigation, including any appeals, all material treated as CONFIDENTIAL or HIGHLY CONFIDENTIAL Information under this Order and not received in evidence shall be either destroyed or returned to counsel of record for the producing party, except for any documents or other materials filed with the Court or otherwise admitted into the record of this case or which any Party is otherwise instructed and/or ordered by the Court to maintain. To the extent that return or destruction of such documents is not feasible (e.g., because the material has been stored electronically and cannot readily be deleted), the receiving Party may comply with this requirement by sequestering the information and taking reasonable steps to ensure it will not be accessed. In addition, nothing herein shall prevent the receiving Party or its counsel from maintaining attorney work product referring to, quoting, or discussing CONFIDENTIAL or HIGHLY CONFIDENTIAL information, consistent with its recordkeeping practices. The Clerk of the Court may return to counsel for the Parties, or destroy, any sealed material at the end of the litigation, including any appeals.



Dated: April 7, 2025

Respectfully submitted,

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schanski@wc.com

*Counsel for Defendant W.L. Gore & Associates, Inc.*

Dated:

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The Honorable Richard D. Bennett  
United States District Court Judge

**EXHIBIT A**

**ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND**

I, \_\_\_\_\_ [print or type full name], of \_\_\_\_\_  
[print or type full address], declare under penalty of perjury that I have read in its entirety and understand the Stipulated Order Regarding Confidentiality of Discovery (the “Order”) that was issued by the United States District Court for the District of Maryland on [date] in the case of State of Maryland, v. W.L. Gore & Associates, Inc., Case No. 1:24-cv-03656-RDB. I agree to comply with and to be bound by all the terms of this Order and I understand and acknowledge that failure to so comply could expose me to sanctions and punishment in the nature of contempt. I solemnly promise that I will not disclose in any manner any information or item that is subject to this Order to any person or entity except in strict compliance with the provisions of this Order.

To the extent I receive information marked Highly Confidential for purposes of this litigation, I represent that I am not employed by or currently seeking employment with any of the entities in Exhibit B; that I am not and will not be, involved directly or indirectly in the prosecution of patents or patent applications in the areas of fluoropolymer processes that involve polytetrafluoroethylene or any information derived therefrom; and that I will use Highly Confidential material solely for purposes relating to this litigation and for no other purpose whatsoever.

I further agree to submit to the jurisdiction of the United States District Court for the District of Maryland for the purpose of enforcing the terms of this Order, even if such enforcement proceedings occur after the termination of this action.

Dated: \_\_\_\_\_  
City and State where sworn and signed: \_\_\_\_\_  
Printed name: \_\_\_\_\_  
Signature: \_\_\_\_\_

**EXHIBIT B**

3M/Dyneon  
Arkema  
Asahi Glass  
Chemours  
Clarcor Industrial Air  
Daikin  
DeWal Industries  
Donaldson Company, Inc.  
DuPont  
Entegris  
Harbour Industries  
Honeywell  
Imperial Chemical Industries  
Menardi Filters  
Pall Corporation  
Parker Hannifin  
Porex Corporation  
Solvay Solexis  
TFCO Incorporated  
Trinity Technology Group