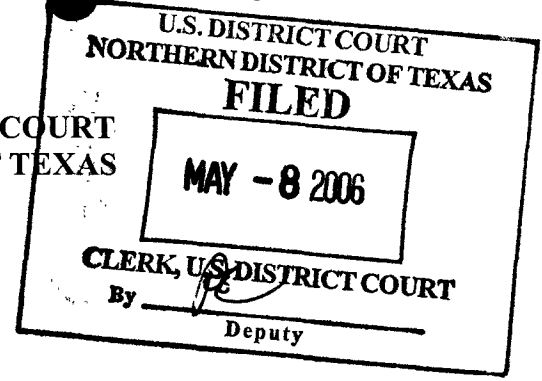


ORIGINAL

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION



TREVOR WILLIAMS,)
)
Plaintiff,)
)
v.)
)
REMINGTON ARMS COMPANY, INC.,)
)
Defendant.)

No. 3-05CV1383-D

STIPULATED PROTECTIVE ORDER

Plaintiff, TREVOR WILLIAMS, and his attorneys, Richard C. Miller and Jeffrey W. Hightower, Jr., and defendant, REMINGTON ARMS COMPANY, INC. ("Remington"), and its attorneys, Randal Mathis and Dale G. Wills, pursuant to Rule 26(c) of the Federal Rules of Civil Procedure, stipulate and agree as follows:

1. This stipulated order is intended to govern the use and disclosure of certain documents and tangible things produced by Remington and its attorneys during pre-trial discovery and trial.

2. Remington believes and anticipates that certain documents and tangible things requested by plaintiff to be produced on its behalf during pre-trial discovery may contain trade secrets and/or proprietary and confidential business information. Not yet having seen the documents and tangible things, plaintiff does not stipulate that any such materials are deserving of protection under Rule 26(c). Nevertheless, in order to allow the production of such materials to proceed, the parties stipulate to the following procedures, and the Court approves the procedures as set forth herein. The parties stipulate that this stipulated order is agreed to without waiver of any

party's right to request the entry of a new or revised protective order containing different or additional provisions.

3. If the plaintiff requests production of documents and tangible things which Remington, in good faith, believes are entitled to protection under this stipulated order and the Federal Rules of Civil Procedure, then Remington shall, before production to the plaintiff, affix the label or words:

CONFIDENTIAL - SUBJECT TO PROTECTIVE ORDER
WILLIAMS V. REMINGTON

Any and all documents and tangible things (including CDs or other electronic storage media containing documents) so labeled or designated by Remington shall be referred to as the "Remington Confidential Documents" throughout the remainder of this stipulated order.

4. The parties agree that the Remington Confidential Documents and the contents of those documents shall be disclosed by plaintiff and plaintiff's attorneys only as follows:

- (a) To employees of plaintiff's attorneys and experts necessary to assist such attorneys in the preparation and trial of this action;
- (b) All such materials shall be available to plaintiff's attorneys herein to use in any other litigation against Remington involving a Remington bolt-action rifle only after first notifying Remington's attorneys of the intent to use said materials and provided plaintiff's attorneys stipulate to entry of a similar protective order in such other litigation;
- (c) Such materials shall not be provided to any of Remington's commercial competitors;
- (d) Such materials may be provided to the Court with consideration of any motion but shall be filed with a request that it be placed under seal; and
- (e) The materials and information produced hereto may not otherwise be sold, offered, advertised or publicized to any media representative.

5. Prior to and as a condition of the disclosure of any of the Remington Confidential Documents to an expert under Paragraph 4(a) of this stipulated order, plaintiff's attorneys shall present the person with a copy of this stipulated order. After reading the stipulated order, the expert

shall initial each page of the stipulated order and sign the attached form of "Acknowledgement of Stipulated Protective Order." Plaintiff's attorneys shall maintain all such signed acknowledgements and initialed orders.

6. To the extent that any Remington Confidential Documents or the contents thereof are used in depositions or at hearings or trials, such documents and information shall remain subject to the provisions of this order, along with the transcript pages of the deposition/hearing/trial testimony referring to the Remington Confidential Documents or information contained therein.

7. Any court reporter or transcriber who reports or transcribes testimony in this action shall be advised of this stipulated order and shall agree to be bound by its terms and not disclose any of the Remington Confidential Documents or information contained therein to anyone other than the court, the parties, the witnesses, or the attorneys in this action.

8. Inadvertent or unintentional production of documents or information containing confidential information which are not designated by Remington as Remington Confidential Documents shall not be deemed a waiver in whole or in part of a claim of confidentiality, provided that Remington shall advise plaintiff's attorneys in writing within seven (7) days of discovering such inadvertent or unintentional production that such materials are to be considered as Remington Confidential Documents under the terms of this stipulated order. Similarly, inadvertent or unintentional production of documents or information containing attorney/client or attorney work product information shall not be deemed a waiver in whole or in part of a claim of privilege, provided that Remington shall advise plaintiff's attorneys in writing within seven (7) days of discovering such inadvertent or unintentional production that such materials are to be treated as privileged and returned to Remington's attorneys.

9. Persons receiving Remington Confidential Documents shall not under any circumstances sell, offer for sale, advertise, or publicize such documents or the contents thereof.

10. Upon final disposition of this action, plaintiff's attorneys herein may, subject to the terms and limitations of this protective order, retain the Remington Confidential Documents. In the event plaintiff's attorneys wish to use the Remington Confidential Documents in any other litigation against Remington involving a Remington bolt-action rifle, the attorney(s) shall stipulate to entry of a similar protective order in such other litigation. All other persons who receive Remington Confidential Documents in this action shall return all such documents and tangible things covered by this protective order to Remington's attorneys within sixty (60) days of the final disposition of this action. Upon final disposition of this action, plaintiff's attorneys shall also have the option of destroying all Remington Confidential Documents produced to them during the action and, in that event, they shall provide Remington's counsel with their affidavit(s) attesting to the fact that all such documents have been destroyed.

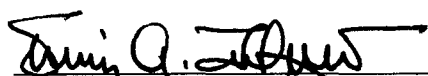
11. This stipulated order may be modified at any time by the written agreement of the parties or by order of the Court after notice to all parties.

12. Any attorney or person who violates any term of this stipulated order is subject to all appropriate disciplinary action, including contempt power, of the United States District Court for the Northern District of Texas.

IT IS SO ORDERED.

Dated: May 8, 2006


13. Unless this order includes a clause that explicitly states that a particular local civil rule is modified as applied to this case, nothing in this order shall be construed to modify the provisions, operation, or effect of any local civil rule of this court. SAF



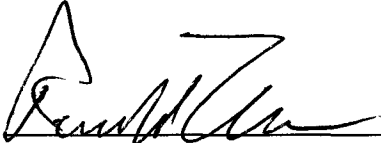
SIDNEY A. FITZWATER
UNITED STATES DISTRICT JUDGE

UNITED STATES DISTRICT JUDGE

AGREED TO THE ABOVE AND FOREGOING STIPULATED PROTECTIVE ORDER AS TO FORM AND CONTENT:



Jeffrey W. Hightower, Jr.
One of the Attorneys for Plaintiff



Randal Mathis
One of the Attorneys for Defendant

ACKNOWLEDGMENT OF STIPULATED PROTECTIVE ORDER

I have been informed that I will be shown certain documents, which are described as the Remington Confidential Documents, in connection with the litigation known as “Williams v. Remington.” I have been provided with a copy of the Stipulated Protective Order relating to those documents, and I have read it and I agree to be bound by the terms and conditions set forth therein.

I promise that I will not disclose or discuss such confidential documents or information with any person other than the parties, and attorneys for the parties or members of their staff.

I understand that any use of the information obtained by me from materials designated “CONFIDENTIAL - Subject to Protective Order – Williams v. Remington” or any portions or summaries thereof, in any manner contrary to the provisions of the Stipulated Protective Order may subject me to the jurisdiction of and sanctions by the United States District Court for the Northern District of Texas.

Printed Name

Date

Signature