**IN THE UNITED STATES DISTRICT COURT**
**FOR THE EASTERN DISTRICT OF TEXAS**
**MARSHALL DIVISION**

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| SINOTECHNIX LLC,<br><br>*Plaintiff*,<br><br>v.<br><br>SAMSUNG ELECTRONICS CO., LTD., SAMSUNG ELECTRONICS AMERICA, INC., AND SAMSUNG DISPLAY CO., LTD.<br><br>*Defendants*. | Case No. 2:24-cv-544-JRG-RSP |

**PROTECTIVE ORDER**

WHEREAS, Plaintiff Sinotechnix LLC ("Sinotechnix" or "Plaintiff") and Defendants Samsung Electronics Co., Ltd., Samsung Electronics America, Inc., and Samsung Display Co., Ltd. (collectively, "Defendants"), 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," "HIGHLY CONFIDENTIAL ATTORNEYS' EYES ONLY," or "HIGHLY CONFIDENTIAL – SOURCE CODE – ATTORNEYS' EYES ONLY." 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 "CONFIDENTIAL," "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY," or "HIGHLY CONFIDENTIAL – SOURCE CODE – ATTORNEYS' EYES ONLY" 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 designation of some or all of that transcript as "CONFIDENTIAL," "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY," or "HIGHLY CONFIDENTIAL – SOURCE CODE – OUTSIDE ATTORNEYS' EYES ONLY." For natively produced Protected Material, with the exception of Source Code Material produced on a Secure Computer (defined further below), the word(s) "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL - ATTORNEYS' EYES ONLY" shall be placed in the file name of each such natively produced document. If such Protected Material is printed (for example, for use at a deposition, in a court proceeding, or for provision in printed form to an approved expert or consultant), the Party printing the electronic files or documents shall include with the document a cover page with the appropriate designation for the document, as well as the production number(s) associated

with the Protected Material.[1]

2. Any document produced before issuance of this Order with the designation "CONFIDENTIAL" or "HIGLY CONFIDENTIAL – ATTORNEYS' EYES ONLY" shall receive the same treatment as if designated "HIGHLY CONFIDENTIAL – 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," "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY" or "HIGHLY CONFIDENTIAL – SOURCE CODE –ATTORNEYS' EYES ONLY" ("DESIGNATED MATERIAL"), 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 summaries prepared from any DESIGNATED MATERIALS shall also be

[1] Defendants do not believe that "Process Recipe Material"—which include certain information concerning Defendants' fabrication processes, such as process flow specifications, operating specifications, process sequence documents, die layout files, and process recipes—will need to be produced in this case. But to the extent that Plaintiff later seeks discovery regarding Defendants' "Process Recipe Material," Defendants intend to seek modification of this Protective Order to include sufficient protections for Process Recipe Material, including provisions governing their production, review, access, storage, and export/transport, and provisions governing the prosecution bar. Moreover, Defendants submit that certain Process Recipe Material comprises extremely sensitive, highly protected, and competitively valuable information, and may be subject to certain restrictions and procedures outlined by the South Korean government's Ministry of Trade, Industry, and Energy ("MOTIE Documents"). Plaintiff has indicated that it will likely oppose modification of the Protective Order to the extent that it seeks Process Recipe Material.

considered DESIGNATED MATERIAL and treated as such under this Order.

4. A designation of Protected Material (i.e., "CONFIDENTIAL," "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY," or "HIGHLY CONFIDENTIAL – SOURCE CODE –ATTORNEYS' EYES ONLY") 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 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 15 herein:

(a) outside counsel of record in the above captioned action (the "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 representatives of each of the Parties to the extent reasonably necessary for the litigation of this Action provided that before

access is given, the representative has completed the Undertaking attached as Appendix A hereto, except that either Party may in good faith request the other Party's consent to designate one or more additional representatives, the other Party shall not unreasonably withhold such consent, and the requesting Party may seek leave of Court to designate such additional representative(s) if the requesting Party believes the other Party has unreasonably withheld such consent;

(e) mock jurors who have signed an undertaking or agreement agreeing not to publicly disclose Protected Material and to keep any information concerning Protected Material confidential;

(f) outside consultants or experts[2] (*i.e.*, not existing employees or affiliates of a Party or an affiliate of a Party) retained for the purpose of the litigation of this Action, 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 served upon the producing Party with a notice that shall include: (a) the individual's name, business title, current employer(s), and citizenship/residency status; (b) the individual's current curriculum vitae; and (c) any previous or current relationship with any of the Parties to this Action; (d) a list of the other cases in which the individual has testified (at trial or deposition) within the last four (4) years; and (e) any relationship with any third party identified by any Party to this litigation in their Initial Disclosures (and any amendments or supplementations thereto) within the last three (3) years related to LCD display technologies. The Undertaking and notice shall be served at least seven (7) days before access to the Protected Material is to be given to that expert or consultant. Within seven (7) days of being served with the notice of the intended disclosure, the producing Party may object to and notify the receiving Party in writing that it objects to disclosure of Protected Material to the outside consultant or expert. The Parties agree to promptly confer and use good faith to resolve any such objection. A producing Party's objection to the disclosure of Protected Material to an outside consultant or expert must state with particularity the ground(s) of the objections. If no Party raises such an objection within seven (7) days of receiving notice of the intended disclosure, the outside consultant or expert shall be deemed qualified to receive the Protected Material described in the notice of intended disclosure. 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 objection, 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

[2] For the purposes of this Order, an outside consultant or expert is defined to include the outside consultant's or expert's direct reports and other support personnel, such that the disclosure to a consultant or expert who employs others within his or her firm to help in his or her analysis shall count as a disclosure to a single outside consultant or expert; provided, however, that any such direct report or support personnel has completed the Undertaking attached as Appendix A.

agreement or Court order. A failure to file a motion within ten (10) days after raising the objection, absent an agreement of the Parties to the contrary or for an extension of such ten (10) day period, shall operate to allow disclosure of the Protected Material to the outside consultant or expert objected to, provided that the objecting Party shall notify the receiving Party if and when the objecting Party determines not to file a motion prior to the expiration of ten (10) days. The Parties agree to cooperate in good faith to shorten the time frames set forth in this paragraph if necessary to abide by any discovery or briefing schedules;

(g) any mediator who is assigned to hear this matter, and his or her staff, subject to their agreement to maintain confidentiality to the same degree as required by this Order;

(h) independent litigation support services, including persons working for or as court reporters, graphics or design services, jury or trial consulting services, interpreters or translators, and photocopy, document imaging, and database services retained by counsel and reasonably necessary to assist counsel with the litigation of this Action; and

(i) the Court and its personnel.

6. A Party shall designate documents, information or material as "CONFIDENTIAL," "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY," or "HIGHLY CONFIDENTIAL – SOURCE CODE – ATTORNEYS' EYES ONLY" only upon a good faith belief that the documents, information or material contains 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 documents, information or material.

7. Documents, information or material produced pursuant to any discovery request in this Action, including but not limited to Protected Material designated as DESIGNATED MATERIAL, shall be used by the Parties only in the litigation of this Action and shall not be used for any other purpose. Any person or entity who obtains access to DESIGNATED MATERIAL or the contents thereof pursuant to this Order shall not make any copies, duplicates, extracts, summaries or descriptions of such DESIGNATED MATERIAL or any

portion thereof except as may be reasonably necessary in the litigation of this Action subject to any additional limitations or requirements set forth below. Any such copies, duplicates, extracts, summaries or descriptions shall be classified DESIGNATED MATERIALS and subject to all of the terms and conditions of this Order.

8. To the extent a producing Party believes that certain Protected Material qualifying to be designated CONFIDENTIAL is so sensitive that its dissemination deserves even further limitation, the producing Party may designate such Protected Material "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY." To the extent such Protected Material contains a Party's Source Code Material (defined further below), the producing Party may designate such Protected Material as "HIGHLY CONFIDENTIAL – SOURCE CODE – ATTORNEY'S EYES ONLY."

(a) "Source Code Material" shall mean non-public source code (i.e., computer instructions and data definitions expressed in a form suitable for input to an assembler, compiler, or other translator), object code , any text written in any high-level programming language defining firmware and/or software functionalities implemented on an integrated circuit, microcode, register transfer language ("RTL"), firmware, and hardware description language ("HDL"), as well as any and all notes, annotations, and other comments of any type related thereto and accompanying the code. Source code includes, but is not limited to, programming language text in "C," "C++," BREW, Java ME, J2ME, assembler, digital signal processor ("DSP"), Hardware Description Language ("HDL"), Register Transfer Language ("RTL"), VHDL, or Verilog programming languages. For avoidance of doubt, this includes source files, make files, intermediate output files, executable

files, header files, resource files, library files, module definition files, map files, object files, linker files, browse info files, and debug files.

9. For Protected Material designated HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY, access to, and disclosure of, such Protected Material shall be limited to individuals listed in paragraphs 5(a)-(c) and (e)-(i); provided, however, that access by in-house counsel pursuant to 5(c) be limited to in-house counsel who exercise no competitive decision making authority on behalf of the client.

10. For Protected Material designated HIGHLY CONFIDENTIAL – SOURCE CODE – ATTORNEYS' EYES ONLY," the following additional restrictions apply:

(a) Access to a Party's Source Code Material may, at the producing Party's election, be provided on "stand-alone" computer(s) (that is, the computer may not be linked to any network, including a local area network ("LAN"), an intranet or the Internet) ("Secure Computer"). Alternatively, solely at the option of the producing Party, the producing Party may make Source Code Material available on a Secure Computer that is networked in a configuration deemed secure by the producing Party. The Secure Computer may be connected to (i) a printer, or (ii) a device capable of temporarily storing electronic copies (e.g., printing to PDF) solely for the limited purposes permitted pursuant to paragraphs 10(h and k) below. A Secure Computer may be password protected and may be locked down so that additional peripheral devices cannot be connected to the Secure Computer by the receiving Party. The receiving Party may not alter, dismantle, disassemble or modify a Secure Computer in any way, or attempt to circumvent any security feature of a Secure Computer, absent the producing Party's consent. Additionally, except as provided herein or otherwise agreed by the Parties, any Secure Computer shall be located in the contiguous United States at (1) the producing Party's outside counsel's office, or at the producing Party's election (2) at a secure facility approved by the producing Party.

(b) The receiving Party shall provide at least five (5) business days' notice to access the Source Code Material and shall make reasonable efforts to restrict its requests for such access to the stand-alone computer(s) to normal business hours, which for purposes of this paragraph shall be 9:00 a.m. through 5:30 p.m. local time at the reviewing location. However, upon reasonable notice from the receiving Party, the producing Party shall make reasonable efforts to accommodate the receiving Party's request for access to the stand-alone computer(s) outside of normal business hours or in less than on five (5) days notice. The Parties agree to cooperate in good faith such that maintaining the producing Party's Source Code Material at the offices of the Producing Party's outside counsel (or other secure facility) shall not unreasonably hinder the receiving Party's ability to efficiently and effectively conduct the prosecution or defense of this Action. The producing Party may require a person accessing the stand-alone computer(s) to first verify their identity by

providing a government issued identification, such as a state issued driver license or passport;

(c) The producing Party shall provide the receiving Party with information explaining how to start, log on to, and operate the stand-alone computer(s) in order to access the produced Source Code Material on the stand-alone computer(s).

(d) The producing party will produce Source Code Material in text searchable format to the extent available on the stand-alone computer(s) as described above. The receiving Party may request that the source code computer(s) include analysis tools appropriate for reviewing the type of Source Code Material. The receiving Party shall be responsible for providing the tools or licenses to the tools that it wishes to use to the producing Party so that the producing Party may install such tools on the source code computer(s).

(e) Access to Protected Material designated HIGHLY CONFIDENTIAL – SOURCE CODE – ATTORNEYS' EYES ONLY shall be limited to outside counsel of record and 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 and approved to access such Protected Materials pursuant to paragraph 5(f) above. A receiving Party may include excerpts, summaries, and/or descriptions of the Source Code Material, and testimony related to the Source Code Material (e.g., deposition and/or hearing transcripts) in a pleading, exhibit, expert report, discovery document, deposition transcript, demonstrative trial exhibit (e.g., a PowerPoint slide prepared as a trial demonstrative), or other Court document ("Source Code Documents"), provided that the Source Code Documents are appropriately marked under this Order, restricted to those who are entitled to have access to them as specified herein, and, if filed with the Court, filed under seal in accordance with the Court's rules, procedures and orders. The receiving Party shall only include excerpts as are reasonably necessary for the purposes for which such part of the Source Code Material is used;

(f) To the extent portions of Source Code Material are quoted in a Source Code Document, either (1) the entire Source Code Document will be stamped and treated as HIGHLY CONFIDENTIAL – SOURCE CODE – ATTORNEYS' EYES ONLY or (2) those pages containing quoted Source Code Material will be separately stamped and treated as HIGHLY CONFIDENTIAL – SOURCE CODE – ATTORNEYS' EYES ONLY;

(g) Except as set forth in paragraph 10(k) below, no electronic copies of Source Code Material shall be made without prior written consent of the producing Party, except as necessary to create documents which, pursuant to the Court's rules, procedures and order, must be filed or served electronically;

(h) The receiving Party shall be permitted to make a reasonable number of printouts and photocopies of Source Code Material, all of which shall be designated and clearly labeled "HIGHLY CONFIDENTIAL – SOURCE CODE – ATTORNEYS' EYES ONLY," and the receiving Party shall maintain a log of all such files that are

printed or photocopied including a list of all individuals who have accessed such printouts and when; Should a producing Party believe in good faith that a request for printouts of Source Code Material is unreasonable, the producing Party shall state its objection within three business days pursuant to this paragraph. The producing Party and party requesting printouts will thereafter meet and confer within two (2) business days and if they cannot resolve the dispute the producing Party shall seek protection from the Court within five (5) business days of its objection.

(i) Should such printouts or photocopies be transferred back to electronic media, such media shall be labeled "HIGHLY CONFIDENTIAL – SOURCE CODE – ATTORNEYS' EYES ONLY" and shall continue to be treated as such;

(j) If the receiving Party's outside counsel, consultants, or experts obtain printouts or photocopies of Source Code Material, the receiving Party shall ensure that such outside counsel, consultants, or experts keep the printouts or photocopies in a secured locked area in the offices of such outside counsel, consultants, or expert. The receiving Party may also temporarily keep the printouts or photocopies at: (i) the Court for any proceedings(s) relating to the Source Code Material, for the dates associated with the proceeding(s); (ii) the sites where any deposition(s) relating to the Source Code Material are taken, for the dates associated with the deposition(s); and (iii) any intermediate location reasonably necessary to transport the printouts or photocopies (*e.g.*, a hotel prior to a Court proceeding or deposition), subject to receiving Party taking all reasonable precautions to maintain the security of the Source Code Material in accordance with the provisions of this Protective Order; and

(k) A producing Party's Source Code Material may only be transported by the receiving Party at the direction of a person authorized under paragraph 10(e) above to another person authorized under paragraph 10(e) above, on paper or removable electronic media (*e.g.*, a DVD, CD-ROM, or flash memory "stick") using 256-bit Advanced Encryption Standard (AES256) encryption (or equivalent strength encryption) via hand carry, Federal Express or other similarly reliable courier, subject to receiving Party taking all reasonable precautions to maintain the security of the Source Code Material in accordance with the provisions of this Protective Order. Source Code Material may not be transported or transmitted electronically over a network of any kind, including a LAN, an intranet, or the Internet. Source Code Material may only be transported electronically for the purpose of Court proceeding(s) or deposition(s) as set forth in paragraph 10(j) above and is at all times subject to the transport restrictions set forth herein. But, for those purposes only, the Source Code Materials may be loaded onto a stand-alone computer.

(l) Except as otherwise permitted herein, a receiving Party shall not use any outside electronic device to copy, record, photograph, or otherwise reproduce Source Code Material on any Secure Computer. The receiving Party may not bring any electronic devices into any room housing any Secure Computer absent the producing Party's consent.

(m) The receiving Party may take notes related to Source Code Material produced on a Secure Computer, so long as such notes are clearly designated and treated as "HIGHLY CONFIDENTIAL – SOURCE CODE – ATTORNEYS' EYES ONLY" information under the Protective Order; provided, however, that the receiving Party shall not attempt to circumvent this Order by making verbatim copies of Source Code Material produced on a Secure Computer. The producing Party may exercise personal supervision from outside a review room over the receiving Party when the receiving Party is in the review room containing a Secure Computer. Such supervision, however, shall not entail review of any work product generated by the receiving Party, e.g., monitoring the screen of a Secure Computer, monitoring any surface reflecting any notes or work product of the receiving Party, or monitoring the keystrokes of the receiving Party. There will be no video supervision by any producing Party that is inconsistent with the above. However, the producing Party shall be permitted to have a representative outside of the review room available to check reviewers in and out of the secure location, to ensure that prohibited items are not taken into or used within the review room containing a Secure Computer, and may utilize a sign-in and sign-out sheet.

(n) Unless otherwise agreed in advance by the Parties in writing, following each day on which inspection is done under this Order, the receiving Party shall remove all notebooks, documents, and all other materials from the review room containing a Secure Computer. The producing Party shall not be responsible for any items left in the review room following each inspection session. The producing Party may employ security measures on a Secure Computer such as physical measures to prevent or detect tampering with the Secure Computer, disabling of communication ports and software functionality, data encryption, access logging limitations on access privileges by the receiving Party, and specification and configuration of the operating system, so long as such measures do not impact the normal operation of the analysis tools to be used for inspecting Source Code Material. The receiving Party shall not attempt to circumvent any security measures implemented by the producing Party, under any circumstances, including, for example, by photographing a Secure Computer. In order to verify that its Source Code Material has not later been altered, the producing Party may benchmark the materials before and after they are provided, but shall not install any keystroke or other monitoring software on a Secure Computer.

(o) The producing Party shall, on reasonable request, make an electronic (to the extent it exists, text-searchable) copy of Source Code Material available on a Secure Computer during depositions of witnesses who would otherwise be permitted access to such Source Code Material or have been designated as a 30(b)(6) witness by the producing Party on topics related to such Source Code Material. The receiving Party shall make such request reasonably in advance of the deposition. The producing Party has the option to remove a Secure Computer from a deposition room during breaks in a deposition.

(p) Nothing in this Protective Order shall be construed to limit how a producing Party may maintain its own material designated as "HIGHLY CONFIDENTIAL – SOURCE CODE – ATTORNEYS' EYES ONLY."

11. Prosecution Bar: Any attorney representing a Party, whether in-house or outside counsel, and any person associated with a Party (e.g., experts, consultants, employees) and permitted to receive any other Party's Protected Material that is designated HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY and/or HIGHLY CONFIDENTIAL – SOURCE CODE – ATTORNEYS' EYES ONLY (collectively "HIGHLY SENSITIVE MATERIAL"), who obtains or otherwise learns, in whole or in part, the other Party's HIGHLY SENSITIVE MATERIAL under this Order shall not prepare, prosecute, supervise, participate, or assist in the preparation, prosecution, drafting, or amendment of any patent application (whether domestic or foreign) pertaining to the subject matter of the HIGHLY SENSITIVE MATERIAL during the pendency of this Action and for one (1) year after final termination of this Action. Final termination of this Action shall be deemed to be the later of (i) dismissal of all claims and defenses in this Action, with or without prejudice; or (ii) entry of a final judgment herein after the completion and exhaustion of all appeals, rehearings, remands, trials, or reviews of this Action, including the time limits for filing any motions or applications for extension of time pursuant to applicable law. To ensure compliance with the purpose of this provision, each Party shall create an "Ethical Wall" between those persons with access to HIGHLY SENSITIVE MATERIAL and any individuals who, on behalf of the Party or its acquirer, successor, predecessor, or other affiliate, prepare, prosecute, supervise, participate, or assist in the preparation or prosecution of any patent application pertaining to the subject matter of the HIGHLY SENSITIVE MATERIAL. Nothing in this Order shall prevent a person with access to HIGHLY SENSITIVE MATERIAL from counseling clients or otherwise participating in a litigation

or PTO proceeding in connection with the same or similar technologies, e.g., ITC or district court litigation, or IPR or PGR, except that such person shall not participate—directly or indirectly—in the amendment of any claim(s) pertaining to the subject matter of the HIGHLY SENSITIVE MATERIAL.

12. Nothing in this Order shall require production of documents, information or other material that a Party contends is protected from disclosure by the attorney-client privilege, the work product doctrine, or other privilege, doctrine, or immunity. If documents, information or other material subject to a claim of attorney-client privilege, work product doctrine, or other privilege, doctrine, or immunity is inadvertently or unintentionally produced, such production shall in no way prejudice or otherwise constitute a waiver of, or estoppel as to, any such privilege, doctrine, or immunity. Any Party that inadvertently or unintentionally produces documents, information or other material it reasonably believes are protected under the attorney-client privilege, work product doctrine, or other privilege, doctrine, or immunity may obtain the return of such documents, information or other material by promptly notifying the recipient(s) and providing a privilege log for the inadvertently or unintentionally produced documents, information or other material. The recipient(s) shall gather and return all copies of such documents, information or other material to the producing Party, except for any pages containing privileged or otherwise protected markings by the recipient(s), which pages shall instead be destroyed and certified as such to the producing Party.

13. There shall be no disclosure of any DESIGNATED MATERIAL by any person authorized to have access thereto to any person who is not authorized for such access under this Order. The Parties are hereby ORDERED to safeguard all such documents, information and material to protect against disclosure to any unauthorized persons or entities.

14. If a receiving Party learns that, by inadvertence or otherwise, it has disclosed Protected

Material to any person or in any circumstance not authorized under this Protective Order, the receiving Party must immediately (a) notify the designating Party in writing of the unauthorized disclosures, and provide all known, relevant information concerning the nature and circumstances of the disclosure; and (b) use its best efforts to retrieve all unauthorized copies of the Protected Material and to ensure that no further or greater unauthorized disclosure and/or use occurs.

15. Nothing contained herein shall be construed to prejudice any Party's right to use any DESIGNATED MATERIAL in taking testimony at any deposition or hearing provided that the DESIGNATED MATERIAL is only disclosed to a person(s) who is: (i) eligible to have access to the DESIGNATED MATERIAL by virtue of his or her employment with the designating Party, (ii) identified in the DESIGNATED MATERIAL as an author, addressee, or copy recipient of such information, (iii) although not identified as an author, addressee, or copy recipient of such DESIGNATED MATERIAL, has, in the ordinary course of business, seen such DESIGNATED MATERIAL, (iv) a current or former officer, director or employee of the producing Party or a current or former officer, director or employee of a company affiliated with the producing Party; (v) counsel for a Party, including outside counsel and in-house counsel (subject to paragraphs 9 and 10 of this Order); (vi) an independent contractor, consultant, and/or expert retained for the purpose of the litigation of this Action who has been approved to receive DESIGNATED MATERIAL pursuant to section 5(f); (vii) court reporters and videographers; (viii) the Court; or (ix) other persons entitled hereunder to access to DESIGNATED MATERIAL. DESIGNATED MATERIAL shall not be disclosed to any other persons unless prior authorization is obtained from counsel representing the producing Party or from the Court.

16. Parties may, at a deposition or hearing or within thirty (30) days after receipt of a deposition or hearing transcript, designate the deposition or hearing transcript or any portion thereof as "CONFIDENTIAL," "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES

ONLY," or "HIGHLY CONFIDENTIAL – SOURCE CODE – OUTSIDE ATTORNEYS' EYES ONLY" pursuant to this Order. Access to the deposition or hearing transcript so designated shall be limited in accordance with the terms of this Order. Until expiration of the 30-day period and unless previously designated, the entire deposition or hearing transcript shall be treated as "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY".

17. Any DESIGNATED MATERIAL that is filed with the Court shall be filed under seal and shall remain under seal until further order of the Court. The filing Party shall be responsible for informing the Clerk of the Court that the filing should be sealed and for placing the legend "FILED UNDER SEAL PURSUANT TO PROTECTIVE ORDER" above the caption and conspicuously on each page of the filing. Exhibits to a filing shall conform to the labeling requirements set forth in this Order. If a pretrial pleading filed with the Court, or an exhibit thereto, discloses or relies on confidential documents, information or material, such confidential portions shall be redacted to the extent necessary and the pleading or exhibit filed publicly with the Court.

18. The Order applies to pretrial discovery. Nothing in this Order shall be deemed to prevent the Parties from introducing any DESIGNATED MATERIAL into evidence at the trial of this Action, or from using any information contained in DESIGNATED MATERIAL at the trial of this Action, subject to any pretrial order issued by this Court. Further, nothing in this Order shall be deemed to prevent the Parties from requesting that the Court seal the courtroom or enact other measures to prevent the unauthorized disclosure of Protected Material during hearings or trial.

19. A Party may request in writing to the other Party that the designation given to any DESIGNATED MATERIAL be modified or withdrawn. If the designating Party does not agree to redesignation within ten (10) days of receipt of the written request, the requesting

Party may apply to the Court for relief. Upon any such application to the Court, the burden shall be on the designating Party to show why its classification is proper. Such application shall be treated procedurally as a motion to compel pursuant to Federal Rules of Civil Procedure 37, subject to the Rule's provisions relating to sanctions. In making such application, the requirements of the Federal Rules of Civil Procedure and the Local Rules of the Court shall be met. Pending the Court's determination of the application, the designation of the designating Party shall be maintained.

20. Each outside consultant or expert to whom DESIGNATED MATERIAL is disclosed in accordance with the terms of this Order shall be advised by counsel of the terms of this Order, shall be informed that he or she is subject to the terms and conditions of this Order, and shall sign an acknowledgment that he or she has received a copy of, has read, and has agreed to be bound by this Order. A copy of the acknowledgment form is attached as Appendix A.

21. To the extent that any discovery is taken of persons who are not Parties to this Action ("Third Parties"), and in the event that such Third Parties contend that the discovery sought involves trade secrets, confidential business information, or other proprietary information, then such Third Parties may agree to be bound by this Order.

22. To the extent that discovery or testimony is taken of Third Parties, the Third Parties may designate as "CONFIDENTIAL," "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY," or "HIGHLY CONFIDENTIAL – SOURCE CODE – ATTORNEYS' EYES ONLY" any documents, information or other material, in whole or in part, produced or given by such Third Parties. The Third Parties shall have ten (10) days after production of such documents, information or other materials to make such a designation. Until that time period lapses or until such a designation has been made, whichever occurs sooner, all

documents, information or other material so produced or given shall be treated as "CONFIDENTIAL" in accordance with this Order.

23. Production of Financial Summaries: Defendants may generate certain financial summaries for the purpose of this Action. Defendants may produce such financial summaries in native form (i.e., Excel, CSV, or similar database of delimited form). At a producing Party's request, all parties must store and transmit the original and any copies of such financial summaries using at least the same level of security used by the producing Party in the ordinary course of its business for storing and transmitting such financial summaries, which Defendants represent is in an encrypted container using 256-bit Advanced Encryption Standard (AES256) encryption (or equivalent strength encryption) and having a passphrase of at least 20 characters in length. Any such financial summaries shall not be transmitted over email; the encrypted container may be transmitted, separate from its passphrase, by secure file transfer or by hard drive. The parties agree that storage and sharing of financial summaries subject to this paragraph using a commercially available product, such as Box, satisfies the requirements of this paragraph.[3]

[3] Plaintiff does not believe the additional protections required by this paragraph are necessary but has agreed to them to avoid burdening the Court with a dispute. Further, Plaintiff does not agree production of financial information as characterized by the Defendants is appropriate, sufficient, or consistent with the Federal Rules of Civil Procedure, Federal Rules of Evidence, or this Court's Local Rules and the Discovery Order. Defendants disagree with Plaintiff's statement and characterizations.

24. No Export of Source Code Material: Absent agreement by the producing Party, any Protected Material that is designated as "HIGHLY CONFIDENTIAL – SOURCE CODE – ATTORNEYS' EYES ONLY" including, for the avoidance of doubt, all copies, duplicates, extracts, summaries, or descriptions of such material, may not be exported by a receiving Party outside the United States to a country where it is not used or does not reside in the ordinary course of business, except that a producing Party's Source Code Material may be used at a deposition of the producing Party even if outside the United States, subject to the other provisions in this Protective Order.

25. Within thirty (30) days of final termination of this Action, including any appeals, all DESIGNATED MATERIAL in possession of a receiving Party, including all copies, duplicates, abstracts, indexes, summaries, descriptions, and excerpts or extracts thereof (excluding excerpts or extracts incorporated into any privileged memoranda of the Parties and materials which have been admitted into evidence in this Action), shall be destroyed, with the exception of any Source Code Material, which shall be, at the producing Party's election, returned to the producing Party or destroyed. The receiving Party shall verify the return or destruction by affidavit furnished to the producing Party, upon the producing Party's request. Notwithstanding this provision, outside counsel for the Parties may retain one set of documents filed with the Court, and correspondence (but not document productions) for archival purposes, but must return or destroy any documents that contain Source Code Material.

26. The failure to designate documents, information or material in accordance with this Order and the failure to object to a designation at a given time shall not preclude the filing of a motion at a later date seeking to impose such designation or challenging the propriety thereof. The entry of this Order and/or the production of documents, information and material hereunder shall in no way constitute a waiver of any objection to the furnishing thereof, all such objections being hereby preserved.

27. Any Party knowing or believing that any other Party is in violation of or intends to violate this Order and has raised the question of violation or potential violation with the opposing Party and has been unable to resolve the matter by agreement may move the Court for such relief as may be appropriate in the circumstances. Pending disposition of the motion by the Court, the Party alleged to be in violation of or intending to violate this Order shall discontinue the performance of and/or shall not undertake the further performance of any action alleged to constitute a violation of this Order.

28. Production of DESIGNATED MATERIAL by each of the Parties shall not be deemed a publication of the documents, information and material (or the contents thereof) produced so as to void or make voidable whatever claim the Parties may have as to the proprietary and confidential nature of the documents, information or other material or its contents.

29. Nothing in this Order shall be construed to effect an abrogation, waiver or limitation of any kind on the rights of each of the Parties to assert any applicable discovery or trial privilege.

30. Each of the Parties shall also retain the right to file a motion with the Court (a) to modify this Order to allow disclosure of DESIGNATED MATERIAL to additional persons or entities.

**SIGNED this 18th day of December, 2024.**

ROY S. PAYNE
UNITED STATES MAGISTRATE JUDGE

**IN THE UNITED STATES DISTRICT COURT**
**FOR THE EASTERN DISTRICT OF TEXAS**
**MARSHALL DIVISION**

| | |
|---|---|
| SINOTECHNIX LLC,<br><br>*Plaintiff*,<br><br>v.<br><br>SAMSUNG ELECTRONICS CO., LTD., SAMSUNG ELECTRONICS AMERICA, INC., AND SAMSUNG DISPLAY CO., LTD.<br><br>*Defendants*. | Civil Action No. 2:24-cv-544-JRG<br><br>**JURY TRIAL DEMANDED** |

**APPENDIX A**
**UNDERTAKING OF EXPERTS OR CONSULTANTS REGARDING PROTECTIVE ORDER**

I,_____, declare that:

1. My address is_____.

   My current employer is_____.

   My current occupation is_____.

2. I have received a copy of the Protective Order in the above-captioned action (the "Action").

   I have carefully read and understand the provisions of the Protective Order.

3. I will comply with all of the provisions of the Protective Order. I will hold in confidence, will not disclose to anyone not qualified under the Protective Order, and will use only for purposes of this action any information designated as "CONFIDENTIAL," "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY," or "HIGHLY CONFIDENTIAL – SOURCE CODE – ATTORNEYS' EYES ONLY" that is disclosed to me.

4. Promptly upon termination of these actions, I will return all documents and things designated as "CONFIDENTIAL," "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY," or "HIGHLY CONFIDENTIAL – SOURCE CODE – ATTORNEYS' EYES ONLY" that came into my possession, and all documents and things that I have prepared relating thereto, to the outside counsel for the Party by whom I am employed.

5. I hereby submit to the jurisdiction of this Court for the purpose of enforcement of the Protective Order in this action.

I declare under penalty of perjury that the foregoing is true and correct.

Signature _____

Date _____