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13 Attorneys for Defendants
WESTERN DIGITAL CORPORATION, and
14 WESTERN DIGITAL TECHNOLOGIES, INC.

15
16 **UNITED STATES DISTRICT COURT**
17 **CENTRAL DISTRICT OF CALIFORNIA**

18 POLARIS POWERLED
19 TECHNOLOGIES, LLC,

20 Plaintiff,

21 v.

22 WESTERN DIGITAL
CORPORATION, and WESTERN
23 DIGITAL TECHNOLOGIES, INC.,

24 Defendants,
25
26
27
28

CASE NO. 2:24-cv-02864-ODW-MAR

**(PROPOSED) STIPULATED
PROTECTIVE ORDER**

STIPULATED PROTECTIVE ORDER

1 It is hereby stipulated by the parties that the Court enter the following Order
2 protecting confidentiality of both party and non-party information to be disclosed in
3 these litigations.

4 1. STATEMENT OF GOOD CAUSE AND PURPOSE

5 1.1 Statement of Good Cause: Disclosure and discovery activity in this
6 action are likely to involve production of confidential, proprietary, or private
7 information for which special protection from public disclosure and from use for any
8 purpose other than prosecuting this litigation is warranted. Specific examples of
9 valuable information that is not publicly known include: (1) confidential licenses,
10 licensing terms, and other licensing strategies and related information; (2)
11 confidential sales, pricing, profit, and other financial information; (3) confidential
12 business, marketing, and strategic plans and forecasts; (4) confidential technical
13 information, including design, engineering and development documents; (5)
14 employee personal information, to the extent such information is produced and not
15 redacted; (6) trade secrets; (7) schematics, Hardware Description Language (HDL)
16 or Register Transfer Level (RTL) files or computer code and associated comments
17 and revision histories; and (8) other information that, if known, would cause
18 competitive harm to the producing party. The parties believe that good cause exists
19 to protect this information produced in discovery because disclosure of such
20 information would or could, among other things, allow competitors to gain
21 competitive advantage based on the confidential, proprietary, or public information.

22 1.2 Purpose: The purpose of this Order is to protect information produced
23 in discovery from public disclosure, regulate its use in discovery (such as
24 depositions), and require parties receiving information designated under this Order
25 to lodge or file any such material pursuant to Civil Local Rule 79-5 in the event that
26 material is used in court filings or trial. This Order does not confer blanket
27 protections on all disclosures or responses to discovery or relieve any party from its
28 burden of showing good cause to seal information filed with or submitted to the

1 Court in this action. As set forth in Section 14.3 below, this Protective Order does
2 by itself not entitle the Parties to file confidential information under seal; Civil Local
3 Rule 79-5 sets forth the procedures that must be followed and the standards that will
4 be applied when a party seeks permission from the court to file material under seal.

5 2. DEFINITIONS

6 2.1 Challenging Party: a Party or Non-Party that challenges the designation
7 of information or items under this Order.

8 2.2 “CONFIDENTIAL” Information or Items: information (regardless of
9 how it is generated, stored or maintained) or tangible things that constitute or include
10 information that is not publicly known and that cannot be ascertained from an
11 inspection of publicly available documents.

12 2.3 Counsel (without qualifier): Outside Counsel of Record and House
13 Counsel (as well as their respective support staff).

14 2.4 Designating Party: a Party or Non-Party that designates information or
15 items that it produces in disclosures or in responses to discovery as
16 “CONFIDENTIAL,” “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
17 ONLY,” or “HIGHLY CONFIDENTIAL – SOURCE CODE.”

18 2.5 Disclosure or Discovery Material: all items or information, regardless
19 of the medium or manner in which it is generated, stored, or maintained (including,
20 among other things, testimony, transcripts, and tangible things), that are produced,
21 disclosed or generated in disclosures, responses to discovery, or depositions in this
22 matter.

23 2.6 Expert: a person who (1) has been retained by a Party or its counsel to
24 serve as an expert witness or as a consultant in this action, (2) is not a past or current
25 employee of a Party or of a Party’s competitor, and (3) at the time of retention, is not
26 anticipated to become an employee of a Party or of a Party’s competitor.

27 2.7 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”
28 Information or Items: extremely sensitive “Confidential Information or Items,”

1 disclosure of which to another Party or Non-Party, even under the restricted terms
2 and conditions applicable to material designated “CONFIDENTIAL,” would not
3 adequately protect the interests of the Designating Party. Examples of HIGHLY
4 CONFIDENTIAL – ATTORNEYS’ EYES ONLY material include, but are not
5 limited to, the following:

- 6 A. Confidential licenses, licensing terms, and other licensing
7 strategies and related information;
- 8 B. Confidential sales, pricing, profit, and other financial
9 information;
- 10 C. Confidential business, marketing, and strategic plans and
11 forecasts;
- 12 D. Confidential technical information, including design,
13 engineering and development documents;
- 14 E. Employee personal information, to the extent such information
15 is produced and not redacted;
- 16 F. Trade secrets; and
- 17 G. Any other type or category of information which a Producing
18 Party believes must be held in highest level of confidence
19 because it could otherwise create a competitive disadvantage.

20 2.8 “HIGHLY CONFIDENTIAL – SOURCE CODE” Information or
21 Items: “Confidential Information or Items” representing schematics, Hardware
22 Description Language (HDL) or Register Transfer Level (RTL) files or computer
23 code and associated comments and revision histories, the disclosure of which the
24 Parties acknowledge would create a substantial risk of serious harm such that
25 disclosure could not be avoided by less restrictive means (“Source Code”). For
26 avoidance of doubt, Source Code includes, but is not limited to, source files,
27 “include” files, make files, intermediate output files, executable files, header files,
28 resource files, library files, module definition files, map files, object files, linker

1 files, net lists, circuit schematics, browser info files, debug files, computer code,
2 scripts, assembly, binaries and object code and other human-readable files used in
3 the compilation of Source Code into a software program. The Receiving Party shall
4 not attempt to build or compile the Source Code.

5 2.09 House Counsel: attorneys who are employees of a Party or a related
6 entity. House Counsel does not include Outside Counsel of Record or any other
7 outside counsel.

8 2.10 Non-Party: any natural person, partnership, corporation, association, or
9 other legal entity not named as a Party.

10 2.11 Outside Counsel of Record: attorneys who are not employees of a Party
11 but are retained to represent or advise a Party and have appeared in this action on
12 behalf of that Party or are affiliated with a law firm which has appeared on behalf of
13 that Party.

14 2.12 Party: any party to this action, including all of its officers, directors,
15 employees, consultants, retained experts, and Outside Counsel of Record (and their
16 support staffs).

17 2.13 Producing Party: a Party or Non-Party that produces Disclosure or
18 Discovery Material in this action.

19 2.14 Professional Vendors: persons or entities that provide litigation support
20 services (e.g., photocopying, videotaping, translating, preparing exhibits or
21 demonstrations, and organizing, storing, or retrieving data in any form or medium)
22 and their employees and subcontractors.

23 2.15 Protected Material: any Disclosure or Discovery Material that is
24 designated as “CONFIDENTIAL,” “HIGHLY CONFIDENTIAL – ATTORNEYS’
25 EYES ONLY,” or “HIGHLY CONFIDENTIAL – SOURCE CODE.”

26 2.16 Receiving Party: a Party that receives Disclosure or Discovery Material
27 from a Producing Party.

28 3. SCOPE

1 The protections conferred by this Order cover not only Protected Material (as
2 defined above), but also (1) any information copied or extracted from Protected
3 Material; (2) all copies, excerpts, summaries, or compilations of Protected Material;
4 and (3) any testimony, conversations, or presentations by Parties or their Counsel
5 that might reveal Protected Material. However, the protections conferred by this
6 Order do not cover the following information: (a) any information that is in the
7 public domain at the time of disclosure to a Receiving Party, including but not
8 limited to (i) publicly available advertising materials, (ii) materials that have been
9 published to the general public, or (iii) documents that have been submitted to any
10 governmental entity without request for confidential treatment, or that becomes part
11 of the public domain after its disclosure to a Receiving Party as a result of publication
12 not involving a violation of this Order, including becoming part of the public record
13 through trial or otherwise; and (b) any information known to the Receiving Party
14 prior to the disclosure or obtained by the Receiving Party after the disclosure from a
15 source who obtained the information lawfully and under no obligation of
16 confidentiality to the Designating Party. Nothing in this Order shall restrict in any
17 way a Producing Party's use or disclosure of its own Protected Material. Any use of
18 Protected Material at trial shall be governed by a separate agreement or order.

19 **4. DURATION**

20 Even after final disposition of this litigation, the confidentiality obligations
21 imposed by this Order shall remain in effect until a Designating Party agrees
22 otherwise in writing or a court order otherwise directs. Final disposition shall be
23 deemed to be the later of (1) dismissal of all claims and defenses in this action, with
24 or without prejudice; and (2) final judgment herein after the completion and
25 exhaustion of all appeals, rehearings, remands, trials, or reviews of this action,
26 including the time limits for filing any motions or applications for extension of time
27 pursuant to applicable law. The Court will retain jurisdiction over disputes arising
28 from this stipulated protective order for ninety (90) days after final disposition, as

defined in the preceding sentence.

5. DESIGNATING PROTECTED MATERIAL

5.1 Exercise of Restraint and Care in Designating Material for Protection.

Each Party or Non-Party that designates information or items for protection under this Order must take care to limit any such designation to specific material that qualifies under the appropriate standards. To the extent it is practical to do so, the Designating Party must designate for protection only those parts of material, documents, items, or oral or written communications that qualify – so that other portions of the material, documents, items, or communications for which protection is not warranted are not swept unjustifiably within the ambit of this Order.

Mass, indiscriminate, or routinized designations are prohibited. Designations that are shown to be clearly unjustified or that have been made for an improper purpose (e.g., to unnecessarily encumber or retard the case development process or to impose unnecessary expenses and burdens on other parties) expose the Designating Party to sanctions.

If it comes to a Designating Party's attention that information or items that it designated for protection do not qualify for protection at all or do not qualify for the level of protection initially asserted, that Designating Party must promptly notify all other Parties that it is withdrawing the designation.

5.2 Manner and Timing of Designations. Except as otherwise provided in this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise stipulated or ordered, Disclosure or Discovery Material that qualifies for protection under this Order must be clearly so designated before the material is disclosed or produced.

Designation in conformity with this Order requires:

(a) for information in documentary form (e.g., paper or electronic documents, but excluding transcripts of depositions or other pretrial or trial proceedings), that the Producing Party affix the legend "CONFIDENTIAL," "HIGHLY

CONFIDENTIAL – ATTORNEYS’ EYES ONLY,” or “HIGHLY CONFIDENTIAL – SOURCE CODE” to each page that contains Protected Material. If only a portion or portions of the material on a page qualifies for protection, the Producing Party also must clearly identify the protected portion(s) (e.g., by making appropriate markings in the margins) and must specify, for each portion, the level of protection being asserted.

If a Party or Non-Party identifies a set of documents that are better made available for inspection, the Party or Non-Party may make the original documents or materials available for inspection as they are kept in the ordinary course of business. The Party or Non-Party need not designate them for protection until after the inspecting Party has indicated which material it would like copied and produced. During the inspection and before the designation, all of the material made available for inspection shall be deemed “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY.” After the inspecting Party has identified the documents it wants copied and produced, the Producing Party must determine which documents, or portions thereof, qualify for protection under this Order. Then, before producing the specified documents, the Producing Party must affix the appropriate legend (“CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY,” or “HIGHLY CONFIDENTIAL – SOURCE CODE) as required by this Order.

(b) for testimony given in deposition or in other pretrial or trial proceedings, that the Designating Party identify on the record at the deposition or within 5 days of the close of the deposition or at a Court hearing, or other Court proceeding, all protected testimony and specify the level of protection being asserted. Unless otherwise agreed in writing or stated on the record at the deposition, deposition proceedings and transcripts shall be considered “HIGHLY-CONFIDENTIAL – ATTORNEYS’ EYES ONLY” for 5 days after the conclusion of the day of deposition. The Parties shall, in good faith, identify unprotected portions of

1 deposition testimony on the record or promptly when requested by another Party.
2 When it is impractical to identify separately each portion of testimony that is entitled
3 to protection and it appears that substantial portions of the testimony may qualify for
4 protection, the Designating Party has a right to have up to 21 days from the time the
5 final transcript is available to identify the specific portions of the testimony as to
6 which protection is sought and to specify the level of protection being asserted. Only
7 those portions of the testimony that are designated for protection within the 21 days
8 shall be covered by the provisions of this Protective Order. A Designating Party may
9 specify that the entire transcript shall be treated as “CONFIDENTIAL” or “HIGHLY
10 CONFIDENTIAL – ATTORNEYS’ EYES ONLY” subject to review. A
11 Designating Party may also specify that portions of the deposition transcript be
12 identified as containing “HIGHLY CONFIDENTIAL – SOURCE CODE.” In the
13 event that the deposition is videotaped, the original and all copies of the videotape
14 shall be marked by the video technician pursuant to the terms of this Protective Order
15 to indicate that the contents of the videotape are subject to this Protective Order.

16 Parties shall use best efforts to give the other parties notice if they reasonably
17 expect a deposition, hearing, or other proceeding to include Protected Material so
18 that the other parties can ensure that only authorized individuals including those who
19 have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A) are
20 present at those proceedings. Counsel for the Producing Party shall have the right to
21 exclude from oral depositions—other than the deponent, the interpreter(s) (if any),
22 the deponent’s counsel, the reporter and the videographer (if any)—any person who
23 is not authorized by this Protective Order to receive or access Protected Material
24 based on the designation of such Protected Material. Such right of exclusion shall be
25 applicable only during periods of examination or testimony regarding such Protected
26 Material. The use of a document as an exhibit at a deposition shall not in any way
27 affect its designation as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL –
28 ATTORNEYS’ EYES ONLY.”

1 Transcripts containing Protected Material shall have an obvious legend on the
2 title page that the transcript contains Protected Material, and the title page shall be
3 followed by a list of all pages (including line numbers as appropriate) that have been
4 designated as Protected Material and the level of protection being asserted by the
5 Designating Party. The Designating Party shall inform the court reporter of these
6 requirements. Any transcript that is prepared before the expiration of the 30- day
7 period for designation shall be treated during that period as if it had been designated
8 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” in its entirety unless
9 otherwise agreed. After the expiration of that period, the transcript shall be treated
10 only as actually designated.

11 (c) for information produced in some form other than documentary and for
12 any other tangible items, that the Producing Party affix in a prominent place on the
13 exterior of the container or containers in which the information or item is stored the
14 legend “CONFIDENTIAL,” “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
15 ONLY,” or “HIGHLY CONFIDENTIAL – SOURCE CODE.” If only a portion or
16 portions of the information or item warrant protection, the Producing Party, to the
17 extent practicable, shall identify the protected portion(s) and specify the level of
18 protection being asserted.

19 5.3 Inadvertent Failures to Designate. If corrected in a manner that does not
20 prejudice the receiving party, an inadvertent failure to designate qualified
21 information or items does not, standing alone, waive the Designating Party’s right to
22 secure protection under this Order for such material. Upon timely correction of a
23 designation, the Receiving Party must make reasonable efforts to assure that the
24 material is treated in accordance with the provisions of this Order.

25 5.4 Export Restriction. “EXPORT-CONTROL-RESTRICTED”
26 documents, information, material, and testimony may not be exported, re-exported,
27 temporarily imported, transferred, or retransferred to any non-U.S. person, country,
28 or entity, by any means, without the appropriate approval of the U.S. Department of

1 State, Directorate of Defense Trade Controls (“DDTC”) for International Traffic in
2 Arms Regulations (“ITAR”) Restricted materials, and the U.S. Department of
3 Commerce, Bureau of Industry and Security (“BIS”) for Export Administration
4 Regulations (“EAR”) Restricted materials. These restrictions also apply to United
5 States citizens and permanent residents employed by a company or organization that
6 falls within the definition of “foreign person.” See ITAR, 22 C.F.R. § 120.16. United
7 States persons employed by such a foreign organization or company are not eligible
8 to receive ITAR-controlled information absent an authorization from the DDTC or
9 EAR-controlled information absent an authorization from the BIS.

10 The parties agree to treat all materials designated by another party as
11 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY,” “HIGHLY
12 CONFIDENTIAL – SOURCE CODE,” or “EXPORT-CONTROL RESTRICTED”
13 as EXPORT-CONTROL-RESTRICTED materials. Absent appropriate
14 authorization (as explained above) or consent from the Producing Party (as explained
15 below), persons (as defined by ITAR § 120.15) with access to documents treated as
16 EXPORT-CONTROL-RESTRICTED shall not transfer, carry, or send such
17 information to a location outside the United States, including via any electronic
18 device or means, nor otherwise share such information with any person not explicitly
19 authorized to receive such information as set forth above. Nothing in this provision
20 shall serve as a means to encumber a Party’s ability to take depositions in this
21 litigation. To the extent the designation of materials as “EXPORT-CONTROL-
22 RESTRICTED” limits a Party’s ability to take depositions outside the United States
23 or via remote videoconference (*e.g.*, Zoom), the Parties shall cooperate to make
24 deponents available for deposition in the United States or other mutually agreed
25 upon locations.

26 Although materials designated as “HIGHLY CONFIDENTIAL –
27 ATTORNEYS’ EYES ONLY,” “HIGHLY CONFIDENTIAL – SOURCE CODE,”
28 or “EXPORT-CONTROLLED RESTRICTED” by another party will be treated as

EXPORT-CONTROL-RESTRICTED by default as a precautionary measure, the parties anticipate that not all such materials are subject to the above federal export restrictions. If the Receiving Party believes any “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY,” “HIGHLY CONFIDENTIAL – SOURCE CODE,” or “EXPORT-CONTROL-RESTRICTED” materials are not subject to federal export restrictions and can properly be shared with a foreign national under the other provisions of this Order, the Receiving Party may seek consent of the Producing Party to share the document. Consent shall not be withheld except for good cause shown. The restrictions contained within this paragraph do not create or otherwise impose an obligation on the Receiving Party to verify an individual’s citizenship, who is permitted to have access under Paragraph 7.3 (c), (e) (f) or (g).

6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

6.1 Timing of Challenges. Any Party or Non-Party may challenge a designation of confidentiality at any time. Unless a prompt challenge to a Designating Party’s confidentiality designation is necessary to avoid foreseeable, substantial unfairness, unnecessary economic burdens, or a significant disruption or delay of the litigation, a Party does not waive its right to challenge a confidentiality designation by electing not to mount a challenge promptly after the original designation is disclosed.

6.2 Meet and Confer. The Challenging Party shall initiate the dispute resolution process by providing written notice of each designation, with specificity, it is challenging and describing the basis for each challenge. To avoid ambiguity as to whether a challenge has been made, the written notice must recite that the challenge to confidentiality is being made in accordance with this specific paragraph of the Protective Order. The parties shall attempt to resolve each challenge in good faith and must begin the process by conferring directly (in voice-to-voice dialogue; other forms of communication are not sufficient) within 14 days of the date of service of notice. In conferring, the Challenging Party must explain the basis for its

1 belief that the confidentiality designation was not proper and must give the
2 Designating Party an opportunity to review the designated material, to reconsider the
3 circumstances, and, if no change in designation is offered, to explain the basis for
4 the chosen designation. A Challenging Party may proceed to the next stage of the
5 challenge process only if (1) it has engaged in this meet and confer process first, or
6 (2) establishes that the Designating Party is unwilling to participate in the meet and
7 confer process in a timely manner.

8 6.3 Judicial Intervention. If the Parties cannot resolve a challenge without
9 court intervention, the Designating Party shall file and serve a motion to retain
10 confidentiality under Civil Local Rule 7 (and in compliance with Civil Local Rule
11 79-5, if applicable) within 21 days of the initial notice of challenge or within 14 days
12 of the parties agreeing that the meet and confer process will not resolve their dispute,
13 whichever is later. In addition, the Challenging Party may file a motion challenging
14 a confidentiality designation at any time after complying with the meet and confer
15 requirements imposed in the preceding paragraph, including a challenge to the
16 designation of a deposition transcript or any portions thereof. Any motion brought
17 pursuant to this provision, whether by the Designating Party or Challenging Party,
18 must be accompanied by a competent declaration affirming that the movant has
19 complied with the meet and confer requirements imposed by the preceding
20 paragraph.

21 The burden of persuasion in any such challenge proceeding shall be on the
22 Designating Party. Frivolous challenges and those made for an improper purpose
23 (e.g., to harass or impose unnecessary expenses and burdens on other parties) may
24 expose the Challenging Party to sanctions. Unless the Designating Party has waived
25 the confidentiality designation by failing to file a motion to retain confidentiality as
26 described above, all parties shall continue to afford the material in question the level
27 of protection to which it is entitled under the Producing Party's designation until the
28 court rules on the challenge.

7. ACCESS TO AND USE OF PROTECTED MATERIAL

7.1 Basic Principles. A Receiving Party may use Protected Material that is disclosed or produced by another Party or by a Non-Party in connection with this case only for prosecuting, defending, or attempting to settle this litigation. Such Protected Material may be disclosed only to the categories of persons and under the conditions described in this Order. Nothing in this Order shall bar or otherwise restrict any attorney herein from rendering advice to his or her client with respect to this litigation; provided, however, that in rendering such advice and in otherwise communicating with his client, the attorney shall not make specific disclosure of any information or item of the Protected Material. When the litigation has been terminated, a Receiving Party must comply with the provisions of section 15 below (FINAL DISPOSITION).

Protected Material must be stored and maintained by a Receiving Party at a location and in a secure manner that ensures that access is limited to the persons authorized under this Order.

7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless otherwise ordered by the court or permitted in writing by the Designating Party, a Receiving Party may disclose any information or item designated “CONFIDENTIAL” only to:

(a) the Receiving Party’s Outside Counsel of Record in this action, as well as employees of said Outside Counsel of Record to whom disclosure is reasonably necessary for this litigation;

(b) the officers, directors, and employees (including House Counsel) of the Receiving Party to whom disclosure is reasonably necessary for this litigation and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

(c) Experts (as defined in this Order) of the Receiving Party (1) to whom disclosure is reasonably necessary for this litigation, (2) who have signed the

1 “Acknowledgment and Agreement to Be Bound” (Exhibit A), and (3) as to whom
2 the procedures set forth in paragraph 7.5, below, have been followed;

3 (d) the court and its personnel;

4 (e) court reporters and their staff, professional jury or trial consultants,
5 interpreters or translators, and Professional Vendors to whom disclosure is
6 reasonably necessary for this litigation and who have signed the “Acknowledgment
7 and Agreement to Be Bound” (Exhibit A);

8 (f) during their depositions, witnesses in the action for the Designating
9 Party, the Producing Party, and any party believed, in good faith, to have knowledge
10 about the document;

11 (g) the author or recipient appearing on the face of a document
12 containing the information or a custodian or other person who otherwise possessed
13 or knew the information; and

14 (h) any mediator who is assigned to hear this matter, and his or her staff.

15 7.3 Disclosure of “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
16 ONLY” Information or Items. Unless otherwise ordered by the court or permitted in
17 writing by the Designating Party, a Receiving Party may disclose any information or
18 item designated “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” only
19 to:

20 (a) the Receiving Party’s Outside Counsel of Record in this action, as
21 well as employees of said Outside Counsel of Record to whom it is reasonably
22 necessary to disclose the information for this litigation;

23 (b) House Counsel of the Receiving Party to whom disclosure is
24 reasonably necessary for this litigation, who have signed the “Acknowledgment and
25 Agreement to Be Bound” (Exhibit A), and whose responsibilities through their
26 employment do not include strategic business or general operational duties or
27 decision making for the Receiving Party;

28 (c) Experts of the Receiving Party (1) to whom disclosure is reasonably

1 necessary for this litigation, (2) who have signed the “Acknowledgment and
2 Agreement to Be Bound” (Exhibit A), and (3) as to whom the procedures set forth
3 in paragraph 7.5, below, have been followed;

4 (d) the court and its personnel;

5 (e) court reporters and their staff, professional jury or trial consultants,
6 interpreters or translators, and Professional Vendors to whom disclosure is
7 reasonably necessary for this litigation and who have signed the “Acknowledgment
8 and Agreement to Be Bound” (Exhibit A);

9 (f) during their depositions, witnesses in the action for the Designating
10 Party or the Producing Party (not the Receiving Party), including former employees
11 whom Receiving Party has a good faith belief had access to the information during
12 their employment with the Designating Party or the Producing Party;

13 (g) the author or recipients appearing on the face of a document
14 containing the information or a custodian or other person who otherwise possessed
15 or knew the information; and

16 (h) any mediator who is assigned to hear this matter, and his or her staff.

17 7.4 Disclosure of “HIGHLY CONFIDENTIAL – SOURCE CODE”
18 Information or Items. Unless otherwise ordered by the court or permitted in writing
19 by the Designating Party, a Receiving Party may disclose any information or item
20 designated “HIGHLY CONFIDENTIAL – SOURCE CODE” only to:

21 (a) the Receiving Party’s Outside Counsel of Record in this action, as
22 well as employees of said Outside Counsel of Record to whom it is reasonably
23 necessary to disclose the information for this litigation;¹

24 (b) Experts of the Receiving Party (1) to whom disclosure is reasonably
25 necessary for this litigation, (2) who have signed the “Acknowledgment and
26 Agreement to Be Bound” (Exhibit A), and (3) as to whom the procedures set forth
27 _____

28 ¹ This Order contemplates that House Counsel shall not have access to any information or
items designated “HIGHLY CONFIDENTIAL – SOURCE CODE.”

1 in paragraph 7.5, below, have been followed;

2 (c) the court and its personnel;

3 (d) court reporters and their staff, professional jury or trial consultants,
4 interpreters or translators, and Professional Vendors to whom disclosure is
5 reasonably necessary for this litigation and who have signed the “Acknowledgment
6 and Agreement to Be Bound” (Exhibit A);²

7 (e) during their depositions, witnesses in the action for the Designating
8 Party or the Producing Party (not the Receiving Party), including former employees
9 whom Receiving Party has a good faith belief had access to the information during
10 their employment with the Designating Party or the Producing Party; and

11 (f) the author or recipients appearing on the face of a document
12 containing the information or a custodian or other person who otherwise possessed
13 or knew the information.

14 7.5 Procedures for Approving or Objecting to Disclosure of
15 “CONFIDENTIAL,” “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
16 ONLY” or “HIGHLY CONFIDENTIAL – SOURCE CODE” Information or Items
17 to Experts.

18 (a) Unless otherwise ordered by the Court or agreed to in writing by the
19 Designating Party, a Party that seeks to disclose to an Expert (as defined in this
20 Order)³ any information or item that has been designated “CONFIDENTIAL,”
21 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY,” or “HIGHLY

22 _____
23 ² The procedures set forth in Section 7.5 shall also be followed for the requested disclosure of
24 materials designated as “HIGHLY CONFIDENTIAL – SOURCE CODE” to professional jury or
25 trial consultants, interpreters or translators, and Professional Vendors, with the Receiving Party
26 seeking disclosure making a written request to the Designating Party that sets forth the full name
27 of the relevant individual (including the city and state of his or her primary residence and relevant
28 information regarding professional affiliation/background) or entity to whom disclosure is
requested in lieu of the requirements set forth in Section 7.5(a) for Experts. The procedures for
objecting and resolution set forth in Sections 7.5(b) and 7.5(c) as to Experts shall apply to
professional jury or trial consultants, interpreters or translators, and Professional Vendors.

³ For clarity, while this provision sets forth the requirements for disclosure of Experts, this
Protective Order does not require members of an Expert’s staff to be disclosed under Section 7.5.

CONFIDENTIAL – SOURCE CODE” pursuant to paragraph 7.2, 7.3, or 7.4 first must make a written request to the Designating Party that (1) sets forth the full name of the Expert and the city and state of his or her primary residence, (2) attaches a copy of the Expert’s current resume and the “Acknowledgement and Agreement to be Bound,” (3) identifies the Expert’s current employer(s), (4) identifies each person or entity from whom the Expert has received compensation or funding for work in his or her areas of expertise or to whom the expert has provided professional services, including in connection with a litigation, at any time during the preceding five years,⁴ and (5) identifies (by name and number of the case, filing date, and location of court) any litigation in connection with which the Expert has offered expert testimony, including through a declaration, report, or testimony at a deposition or trial, during the preceding five years.

(b) A Party that makes a request and provides the information specified in the preceding respective paragraphs may disclose the subject Protected Material to the identified Expert unless, within 7 days of delivering the request, the Party receives a written objection from the Designating Party. Any such objection must set forth in detail the grounds on which it is based.

(c) A Party that receives a timely written objection must meet and confer with the Designating Party (through direct voice to voice dialogue) to try to resolve the matter by agreement within seven days of the written objection. If no agreement is reached, the Party seeking to make the disclosure to the Expert may file a motion as provided in Civil Local Rule 7 (and in compliance with Civil Local Rule 79-5, if applicable) seeking permission from the court to do so. Any such motion must describe the circumstances with specificity, set forth in detail the

⁴ If the Expert believes any of this information is subject to a confidentiality obligation to a Non-Party, then the Expert should provide whatever information the Expert believes can be disclosed without violating any confidentiality agreements, and the Party seeking to disclose to the Expert shall be available to meet and confer with the Designating Party regarding any such engagement.

1 reasons why disclosure to the Expert is reasonably necessary, assess the risk of harm
2 that the disclosure would entail, and suggest any additional means that could be used
3 to reduce that risk. In addition, any such motion must be accompanied by a
4 competent declaration describing the parties' efforts to resolve the matter by
5 agreement (i.e., the extent and the content of the meet and confer discussions) and
6 setting forth the reasons advanced by the Designating Party for its refusal to approve
7 the disclosure.

8 In any such proceeding, the Party opposing disclosure to the Expert
9 shall bear the burden of proving that the risk of harm that the disclosure would entail
10 (under the safeguards proposed) outweighs the Receiving Party's need to disclose
11 the Protected Material to its Expert.

12 8. PROSECUTION BAR

13 Absent written consent from the Producing Party, any individual who receives
14 access to "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY" or
15 "HIGHLY CONFIDENTIAL – SOURCE CODE" information shall not be involved
16 in the prosecution of patents or patent applications relating to the subject matter of
17 this action, including without limitation the patents asserted in this action and any
18 patent or application claiming priority to or otherwise related to the patents asserted
19 in this action, before any foreign or domestic agency, including the United States
20 Patent and Trademark Office ("the Patent Office"). For purposes of this paragraph,
21 "prosecution" includes directly or indirectly drafting or amending patent claims. To
22 avoid any doubt, "prosecution" does not include representing a party during a post-
23 issuance proceeding before a domestic or foreign agency (including, but not limited
24 to, a reissue, *ex parte* reexamination or *inter partes* reexamination) so long as the
25 individual does not participate in any way in drafting or amending patent claims. For
26 the sake of clarity, the preceding sentence includes advising, counseling or any other
27 input into drafting and amending claims. "Prosecution" also does not include
28 representing a petitioner in a post-issuance proceeding before a domestic or foreign

1 agency. This Prosecution Bar shall begin when a person has accessed “HIGHLY
2 CONFIDENTIAL – ATTORNEYS’ EYES ONLY” or “HIGHLY
3 CONFIDENTIAL – SOURCE CODE” information and shall end one (1) year after
4 final termination of this action, including final resolution of any appeals or after the
5 time to appeal has expired without an appeal having been filed.

6 9. SOURCE CODE

7 (a) To the extent production of source code becomes necessary in
8 this case, a Producing Party may designate source code as “HIGHLY
9 CONFIDENTIAL – SOURCE CODE” if it comprises or includes confidential,
10 proprietary or trade secret source code.

11 (b) Protected Material designated as “HIGHLY CONFIDENTIAL –
12 SOURCE CODE” shall be subject to all of the protections afforded to “HIGHLY
13 CONFIDENTIAL – ATTORNEYS’ EYES ONLY” information, including the
14 Prosecution Bar set forth in Paragraph 8, and may be disclosed only to the
15 individuals to whom “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
16 ONLY” information may be disclosed, as set forth in Paragraph 7.3.

17 (c) Any Source Code produced in discovery shall be made available
18 for inspection as it is kept in the ordinary course of business (including but not
19 limited to in native form and in the file-naming and directory structure in which it is
20 ordinarily kept), in a format allowing it to be reasonably reviewed and searched,
21 during normal business hours (or at other mutually agreeable times), at an office of
22 the Producing Party’s counsel or another mutually agreed upon location that is
23 reasonably convenient for the Receiving Party and any experts to whom the source
24 code may be disclosed, or, in the case of Non-Party Source Code, at a location
25 designated by the Non-Party. Upon initial inspection, the Receiving Party shall
26 give at least ten (10) days prior written notice of its intent to review Source Code.
27 Written notices of subsequent inspections shall be made at least two (2) business
28 days prior to the intended start of the review. The Source Code shall be made

1 available for inspection in a secured room (“Source Code Room”) on a secured
2 computer without Internet access or network access to other computers (“Source
3 Code Computer”), and the Receiving Party shall not copy, remove, or otherwise
4 transfer any portion of the Source Code onto any recordable media or recordable
5 device. The Producing Party may designate a person to periodically visually
6 monitor the activities of the Receiving Party’s representatives during any source
7 code review, but only to ensure that there is no unauthorized recording, copying,
8 or transmission of the source code, and shall allow for conferences between the
9 Receiving Party’s representatives without interference so long as those conferences
10 fall within and abide by the rules and restrictions set forth herein. The inspection
11 may not be monitored using mechanical, software or electronic means, including
12 video cameras, still cameras or keyloggers. The use of any laptop computer with its
13 camera enabled, recordable media, or recordable device (e.g., USB memory stick,
14 CDs, portable hard drives, cameras (including cellular phones with camera
15 functionality), sound recorders, etc.) is prohibited while accessing the Protected
16 Code Computer, and no such devices or media shall be permitted in the Source
17 Code Room.

18 The Source Code Computer shall be equipped with one full size LCD
19 monitor (no smaller than 24 inches diagonally), a full-size keyboard, and a mouse.
20 The Source Code Computer shall include software utilities that provide the ability
21 to (a) view, search, and identify the line number of any source file, (b) search for
22 a given pattern of text through multiple files, and (c) compare two files.
23 Acceptable software utilities for source code include Notepad++ and Eclipse.
24 Default Windows programs such as Notepad are not sufficient. Schematics shall be
25 produced using the software used by the Producing Party to access the schematics
26 during the normal course of business. In addition to these tools, the Receiving Party
27 may request that commercially available software tools for reviewing and searching
28 Source Code be installed on the Source Code Computer, provided, however, that (a)

1 the Receiving Party possesses any appropriate license to such software tools which
2 may be transferred to the Producing Party for the purposes of the inspection, or
3 reimburses the Producing Party for the costs to obtain a license to such software
4 tools; (b) the Producing Party approves such software tools (such approval shall not
5 be unreasonably withheld); and (c) the request to install the software tools is made
6 at least five (5) business days in advance of the date upon which the Receiving
7 Party wishes to have the additional software tools available for use on the Source
8 Code Computer. To the extent only the Receiving Party possesses or has access to
9 the software tools, the Receiving Party must provide the Producing Party with the
10 licensed software tool(s) at least five (5) business days in advance of the date upon
11 which the Receiving Party wishes to have the additional software tools available for
12 use on the Source Code Computer if the Producing Party does not object to such
13 installation. If the Producing Party objects to a software tool requested by the
14 Receiving Party, it shall, within three (3) business days of receiving the Receiving
15 Party's request, initiate the dispute resolution process set forth in Paragraph 6. For
16 emphasis, it should be noted that Source Code review tools may not be used to
17 circumvent the protections of this Protective Order in any way. The electronic
18 Source Code shall be produced in a manner that preserves filenames and directory
19 structures. The Receiving Party's Outside Counsel of Record and/or Experts shall
20 be entitled to take notes relating to the Source Code, including on a laptop computer
21 without a camera or with its camera disabled, but may not copy the Source Code
22 into their notes. Any notes relating to the Source Code shall be subject to all of the
23 restrictions of the "HIGHLY CONFIDENTIAL – SOURCE CODE" designation.
24 The inadvertent leaving of materials in the Source Code Room does not operate as
25 a waiver of the attorney work product doctrine or any other applicable privilege and
26 such materials shall be returned to their owner promptly. No copies of all or any
27 portion of the Source Code may leave the Source Code Room except as otherwise
28 provided in this Protective Order. Further, no other written or electronic record of

1 the Source Code is permitted except as otherwise provided in this Protective Order.

2 (d) During or after a Source Code inspection, the Receiving Party may
3 request that the Producing Party print specified portions of the Source Code that are
4 reasonably necessary for the preparation of court filings, pleadings, expert reports,
5 or other papers, or for deposition or trial, but shall not request paper copies for the
6 purpose of reviewing the Source Code other than electronically as set forth in
7 paragraph (c) in the first instance. Should the Producing Party believe the requested
8 number or content of the printouts is excessive, the parties shall meet and confer
9 regarding the request. If the concerns cannot be resolved, the Producing Party shall
10 file for a protective order within five (5) business days of the Parties' conference.
11 Unless it objects to the request, within three (3) business days of receiving a request
12 for paper copies of Source Code from the Receiving Party, the Producing Party shall
13 provide the requested portions of Source Code in paper form to the Receiving Party,
14 with bates numbers and the label "HIGHLY CONFIDENTIAL – SOURCE CODE."
15 If the Producing Party objects to the amount of Source Code requested by the
16 Receiving Party in paper form, it shall, within two (2) business days of receiving the
17 Receiving Party's request, initiate the dispute resolution process set forth in
18 Paragraph 6.

19 (e) The Receiving Party shall maintain a record of the address where
20 each paper copy of the Source Code is kept or moved and maintain a record
21 indicating any individual who has inspected any portion of the Source Code in
22 electronic or paper form. The Receiving Party shall maintain all paper copies of any
23 printed portions of the Source Code in a secured, locked area when not in immediate
24 use. In addition, the Receiving Party may ship paper copies of printed portions of the
25 Source Code via a secure courier delivery service, signature required (e.g., Federal
26 Express) to persons authorized to access same under this Protective Order, who shall
27 also maintain all paper copies of any printed portions of the Source Code in a
28 secured, locked area when not in immediate use. The Receiving Party shall not create

any electronic or other images of the paper copies and shall not convert any of the information contained in the paper copies into any electronic format, except small excerpts thereof reasonably necessary for court filings, expert reports, discovery responses and other similar documents. All such documents shall be clearly marked “HIGHLY CONFIDENTIAL – SOURCE CODE” and, if filed, shall be filed under seal. The Receiving Party shall only make additional paper copies if such additional copies are (1) necessary to prepare court filings, pleadings, or other papers (including expert reports), (2) necessary for deposition, or (3) otherwise necessary for the preparation of its case. Any paper copies used during a deposition shall be retrieved by the Producing Party at the end of each day and must not be given to or left with a court reporter or any other unauthorized individual.

10. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED
IN OTHER LITIGATION

If a Party is served with a subpoena or a court order issued in other litigation that compels disclosure of any information or items designated in this action as “CONFIDENTIAL,” “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” or “HIGHLY CONFIDENTIAL – SOURCE CODE,” that Party must:

(a) promptly notify in writing the Designating Party. Such notification shall include a copy of the subpoena or court order;

(b) promptly notify in writing the party who caused the subpoena or order to issue in the other litigation that some or all of the material covered by the subpoena or order is subject to this Protective Order. Such notification shall include a copy of this Protective Order; and

(c) cooperate with respect to all reasonable procedures sought to be pursued by the Designating Party whose Protected Material may be affected.⁵ If the Designating Party timely seeks a protective order, the Party served with the subpoena

⁵ The purpose of imposing these duties is to alert the interested parties to the existence of this Protective Order and to afford the Designating Party in this case an opportunity to try to protect its confidentiality interests in the court from which the subpoena or order issued.

1 or court order shall not produce any information designated in this action as
2 “CONFIDENTIAL,” “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
3 ONLY” or “HIGHLY CONFIDENTIAL – SOURCE CODE” before a
4 determination by the court from which the subpoena or order issued, unless the Party
5 has obtained the Designating Party’s permission. The Designating Party shall bear
6 the burden and expense of seeking protection in that court of its confidential material
7 – and nothing in these provisions should be construed as authorizing or encouraging
8 a Receiving Party in this action to disobey a lawful directive from another court.

9 11. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE
10 PRODUCED IN THIS LITIGATION

11 (a) The terms of this Order are applicable to information produced by a
12 Non-Party in this action and designated as “CONFIDENTIAL,” “HIGHLY
13 CONFIDENTIAL – ATTORNEYS’ EYES ONLY,” or “HIGHLY
14 CONFIDENTIAL – SOURCE CODE.” Such information produced by Non-Parties
15 in connection with this litigation is protected by the remedies and relief provided by
16 this Order. Nothing in these provisions should be construed as prohibiting a Non-
17 Party from seeking additional protections.

18 (b) In the event that a Party is required, by a valid discovery request, to
19 produce a Non-Party’s confidential information in its possession, and the Party is
20 subject to an agreement with the Non-Party not to produce the Non-Party’s
21 confidential information, then the Party shall:

- 22 1. promptly notify in writing the Requesting Party and the
23 Non-Party that some or all of the information requested is subject to a confidentiality
24 agreement with a Non-Party;
- 25 2. promptly provide the Non-Party with a copy of the
26 Protective Order in this litigation, the relevant discovery request(s), and a reasonably
27 specific description of the information requested; and
- 28 3. make the information requested available for inspection

1 by the Non-Party.

2 (c) If the Non-Party fails to object or seek a protective order from this
3 court within 14 days of receiving the notice and accompanying information, the
4 Receiving Party may produce the Non-Party's confidential information responsive
5 to the discovery request. If the Non-Party timely seeks a protective order, the
6 Receiving Party shall not produce any information in its possession or control that is
7 subject to the confidentiality agreement with the Non-Party before a determination
8 by the court.⁶ Absent a court order to the contrary, the Non-Party shall bear the
9 burden and expense of seeking protection in this court of its Protected Material.

10 12. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

11 If a Receiving Party learns, by inadvertence or otherwise, it has disclosed
12 Protected Material to any person or in any circumstance not authorized under this
13 Protective Order, the Receiving Party must immediately (a) notify in writing the
14 Designating Party of the unauthorized disclosures, (b) use its best efforts to retrieve
15 all unauthorized copies of the Protected Material, (c) inform the person or persons to
16 whom unauthorized disclosures were made of all the terms of this Order, and (d)
17 request that such person or persons execute the "Acknowledgment and Agreement
18 to Be Bound" that is attached hereto as Exhibit A.

19 13. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE
20 PROTECTED MATERIAL

21 13.1 Inadvertent or unintentional production of "CONFIDENTIAL,"
22 "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY" or "HIGHLY
23 CONFIDENTIAL – SOURCE CODE" documents or information without such
24 designations shall not be deemed a waiver in whole or in part of a claim for treatment
25 as "CONFIDENTIAL," "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES
26

27 ⁶ The purpose of this provision is to alert the interested parties to the existence of
28 confidentiality rights of a Non-Party and to afford the Non-Party an opportunity to protect its
confidentiality interests in this court.

ONLY” or “HIGHLY CONFIDENTIAL – SOURCE CODE.” If, through inadvertence, a Producing Party provides any information pursuant to this litigation without marking the information as “CONFIDENTIAL,” “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” or “HIGHLY CONFIDENTIAL – SOURCE CODE” the Producing Party may subsequently inform the Receiving Party of the specific designation of the disclosed information, and the Receiving Party shall treat the disclosed information as “CONFIDENTIAL,” “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” or “HIGHLY CONFIDENTIAL – SOURCE CODE” information upon receipt of written notice from the Producing Party. To the extent the Receiving Party has already disclosed such information, the Receiving Party shall use its best efforts to promptly collect any copies of disclosed material that have been provided to individuals other than those authorized under this Protective Order, and if collected, shall destroy or return them to the Producing Party.

13.2 An inadvertent failure to designate does not relieve a recipient of obligations under ITAR and EAR. Furthermore, ITAR and EAR contain additional provisions relating to the disclosure of any actual or suspected infractions regarding “EXPORT-CONTROL-RESTRICTED” documents and things.⁷ Any party aware of actual or suspected violations of ITAR and/or EAR will immediately inform, and await further instructions from, the Producing Party.

13.2 If a Producing Party inadvertently produces a document, tangible item or electronically stored information that it later discovers or in good faith asserts to be privileged, protected by the work product doctrine, or subject to some other immunity from disclosure (“Privileged Material”) the production of that Privileged Material shall not be deemed to constitute a waiver of any applicable privileges, work product protection, or immunity from disclosure. In such circumstances, upon

⁷ See, e.g., ITAR, 22 C.F.R. § 127.12; EAR, 15 C.F.R. §§ 730-44.

1 discovery of the inadvertent disclosure, the Producing Party shall immediately notify
2 the Receiving Party of the inadvertent production, and request either the return or
3 confirmation of destruction of the Privileged Materials. Within five (5) business days
4 of receiving such notification, the Receiving Party shall return or confirm destruction
5 of all such materials. Such return or confirmation of destruction shall not preclude
6 the Receiving Party from seeking to compel production of the materials (based on
7 information independent of the content of the returned, allegedly privileged
8 materials in question) and shall not constitute an admission by the Receiving Party
9 that the materials were, in fact, privileged or otherwise protected in any way. The
10 Producing Party shall retain the Privileged Material for submission to the Court in
11 the event the Receiving Party moves to compel.

12 14. MISCELLANEOUS

13 14.1 Right to Further Relief. Nothing in this Order abridges the right of any
14 person to seek its modification by the court in the future.

15 14.2 Right to Assert Other Objections. No Party waives any right it
16 otherwise would have to object to disclosing or producing any information or item
17 on any ground not addressed in this Protective Order. Similarly, no Party waives any
18 right to object on any ground to use in evidence of any of the material covered by
19 this Protective Order.

20 14.3 Filing Protected Material. Without written permission from the
21 Designating Party or a court order secured after appropriate notice to all interested
22 persons, a Party may not file in the public record in this action any Protected
23 Material. In order to be treated as confidential, any materials filed with the Court
24 must be lodged with a request for filing under seal in compliance with Civil Local
25 Rule 79-5. If a Receiving Party's request to file Protected Material under seal
26 pursuant to Civil Local Rule 79-5 is denied by the court, then the Receiving Party
27 may file the Protected Material in the public record pursuant to Civil Local Rule 79-
28 5 unless otherwise instructed by the court.

15. FINAL DISPOSITION

Within 60 days after the final disposition of this action, as defined in paragraph 4, each Receiving Party must return all Protected Material to the Producing Party or destroy such material. As used in this subdivision, “all Protected Material” includes all copies, abstracts, compilations, summaries, and any other format reproducing or capturing any of the Protected Material. Whether the Protected Material is returned or destroyed, the Receiving Party must submit a written certification to the Producing Party (and, if not the same person or entity, to the Designating Party) by the 60 day deadline that (1) identifies (by category, where appropriate) all the Protected Material that was returned or destroyed and (2) affirms that the Receiving Party has not retained any copies, abstracts, compilations, summaries or any other format reproducing or capturing any of the Protected Material. Notwithstanding this provision, Counsel are entitled to retain an archival copy of all pleadings, motion papers, trial, deposition, and hearing transcripts, legal memoranda, correspondence, deposition and trial exhibits, expert reports, attorney work product, and consultant and expert work product, even if such materials contain Protected Material. Outside Counsel of Record need not purge its document management system or backup tapes to eliminate Protected Material. Any such archival copies that contain or constitute Protected Material remain subject to this Protective Order as set forth in Section 4 (DURATION).

SO STIPULATED:

DATED: January 27, 2025

KRAMER ALBERTI LIM &
TONKOVICH LLP

By: /s/Robert F. Kramer
ROBERT F. KRAMER
DAVID ALBERTI
SAL LIM
RUSSELL S. TONKOVICH
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*Attorney For Plaintiff POLARIS
POWERLED TECHNOLOGIES, LLC*

DATED: January 27, 2025

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WESTERN DIGITAL
TECHNOLOGIES, INC.*

L.R. 5-4.3.4(a)(2)(i) Attestation:

I hereby attest that all signatories listed above, on whose behalf this stipulation is submitted, concur in the filing's content and have authorized the filing.

/s/David B. Clark
David B. Clark

IT IS SO ORDERED.

DATED: 2/11/2025



Hon. Judge Margo A. Rocconi

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
Protective Order that was issued by the United States District Court for the Central
District of California on _____ [date] in the case of *Polaris
PowerLED Technologies, LLC v. Western Digital Corporation, et al.*, Case No.
2:24-cv-02864-ODW-MAR. I agree to comply with and to be bound by all the
terms of this Stipulated Protective 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 Stipulated Protective Order to any person or entity
except in strict compliance with the provisions of this Order.

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

I hereby appoint _____ [print or type full name] of
_____ [print or type full address and
telephone number] as my California agent for service of process in connection with
this action or any proceedings related to enforcement of this Stipulated Protective
Order.

Date: _____

City and State where sworn and signed: _____

Printed name: _____

Signature: _____