AO 88A (Rev. 02/14) Subpoena to Testify at a Deposition in a Civil Action

# UNITED STATES DISTRICT COURT

for the
Eastern District of Texas

| | | |
|---|---|---|
| CARDWARE INC.<br>*Plaintiff*<br>v.<br><br>SAMSUNG ELECTRONICS CO., LTD and<br>SAMSUNG ELECTRONICS AMERICA, INC.<br>*Defendant* | )<br>)<br>)<br>)<br>)<br>)<br>) | Case No. 2:22-cv-00141-JRG-RSP |

**SUBPOENA TO TESTIFY AT A DEPOSITION IN A CIVIL ACTION**

To: Google LLC., c/o Legal Department, Attn: Corporate Representative,
1600 Amphitheatre Parkway
Mountain View, California 94043

*(Name of person to whom this subpoena is directed)*

☒ *Testimony:* **YOU ARE COMMANDED** to appear at the time, date, and place set forth below to testify at a deposition to be taken in this civil action. If you are an organization, you must designate one or more officers, directors, or managing agents, or designate other persons who consent to testify on your behalf about the following matters, or those set forth in an attachment:
See Attachment A

| Place: Advantage Reporting Services, LLC<br>1083 Lincoln Avenue<br>San Jose, CA 95125 | Date and Time:<br>March 28, 2023 at 10:00 a.m. |
|---|---|

The deposition will be recorded by this method: Audio recording, stenographic means, and videorecording.

☒ *Production:* You, or your representatives, must also bring with you to the deposition the following documents, electronically stored information, or objects, and must permit inspection, copying, testing, or sampling of the material:
Any and all documents and tangible things described in the attached Attachment A to be produced on March 15, 2023 at 10:00 a.m. at Advantage Reporting Services, LLC, 1083 Lincoln Avenue, San Jose, CA 95125

The following provisions of Fed. R. Civ. P. 45 are attached – Rule 45(c), relating to the place of compliance; Rule 45(d), relating to your protection as a person subject to a subpoena; and Rule 45(e) and (g), relating to your duty to respond to this subpoena and the potential consequences of not doing so.

Date: February 27, 2023

*CLERK OF COURT*

OR

*Signature of Clerk or Deputy Clerk* | *Attorney's signature*

The name, address, e-mail address, and telephone number of the attorney representing *(name of party)* SAMSUNG ELECTRONICS CO., LTD and SAMSUNG ELECTRONICS AMERICA, INC.

_____, who issues or requests this subpoena, are:
George Cowden IV, The Cowden Law Firm, PLLC, 110 N. College Ave., Suite 1201, Tyler, Texas 75702; george@cowdenlawfirm.com; (903) 201-3650

**Notice to the person who issues or requests this subpoena**

If this subpoena commands the production of documents, electronically stored information, or tangible things before trial, a notice and a copy of the subpoena must be served on each party in this case before it is served on the person to whom it is directed. Fed. R. Civ. P. 45(a)(4).

Civil Action No. 1:19-CV-01238-ADA

**PROOF OF SERVICE**

***(This section should not be filed with the court unless required by Fed. R. Civ. P. 45.)***

I received this subpoena for *(name of individual and title, if any)* _____ on *(date)* _____

☐ I served the subpoena by delivering a copy to the named individual as follows: _____

_____

_____ on *(date)* _____; or

☐ I returned the subpoena unexecuted because: _____

_____

Unless the subpoena was issued on behalf of the United States, or one of its officers or agents, I have also tendered to the witness the fees for one day's attendance, and the mileage allowed by law, in the amount of

$ _____

My fees are $_____ for travel and $_____ for services, for a total of $ 0.00

I declare under penalty of perjury that this information is true.

Date: _____

_____
*Server's signature*

_____
*Printed name and title*

_____
*Server's address*

Additional information regarding attempted service, etc.:

## Federal Rule of Civil Procedure 45 (c), (d), (e), and (g) (Effective 12/1/13)

**(c) Place of Compliance.**

**(1)** ***For a Trial, Hearing, or Deposition.*** A subpoena may command a person to attend a trial, hearing, or deposition only as follows:
**(A)** within 100 miles of where the person resides, is employed, or regularly transacts business in person; or
**(B)** within the state where the person resides, is employed, or regularly transacts business in person, if the person
**(i)** is a party or a party's officer; or
**(ii)** is commanded to attend a trial and would not incur substantial expense.

**(2)** ***For Other Discovery.*** A subpoena may command:
**(A)** production of documents, electronically stored information, or tangible things at a place within 100 miles of where the person resides, is employed, or regularly transacts business in person; and
**(B)** inspection of premises at the premises to be inspected.

**(d) Protecting a Person Subject to a Subpoena; Enforcement.**

**(1)** ***Avoiding Undue Burden or Expense; Sanctions.*** A party or attorney responsible for issuing and serving a subpoena must take reasonable steps to avoid imposing undue burden or expense on a person subject to the subpoena. The court for the district where compliance is required must enforce this duty and impose an appropriate sanction—which may include lost earnings and reasonable attorney's fees—on a party or attorney who fails to comply.

***(2) Command to Produce Materials or Permit Inspection.***
**(A)** *Appearance Not Required.* A person commanded to produce documents, electronically stored information, or tangible things, or to permit the inspection of premises, need not appear in person at the place of production or inspection unless also commanded to appear for a deposition, hearing, or trial.
**(B)** *Objections.* A person commanded to produce documents or tangible things or to permit inspection may serve on the party or attorney designated in the subpoena a written objection to inspecting, copying, testing, or sampling any or all of the materials or to inspecting the premises—or to producing electronically stored information in the form or forms requested. The objection must be served before the earlier of the time specified for compliance or 14 days after the subpoena is served. If an objection is made, the following rules apply:
**(i)** At any time, on notice to the commanded person, the serving party may move the court for the district where compliance is required for an order compelling production or inspection.
**(ii)** These acts may be required only as directed in the order, and the order must protect a person who is neither a party nor a party's officer from significant expense resulting from compliance.

***(3) Quashing or Modifying a Subpoena.***

**(A)** *When Required.* On timely motion, the court for the district where compliance is required must quash or modify a subpoena that:

**(i)** fails to allow a reasonable time to comply;
**(ii)** requires a person to comply beyond the geographical limits specified in Rule 45(c);
**(iii)** requires disclosure of privileged or other protected matter, if no exception or waiver applies; or
**(iv)** subjects a person to undue burden.
**(B)** *When Permitted.* To protect a person subject to or affected by a subpoena, the court for the district where compliance is required may, on motion, quash or modify the subpoena if it requires:

**(i)** disclosing a trade secret or other confidential research, development, or commercial information; or

**(ii)** disclosing an unretained expert's opinion or information that does not describe specific occurrences in dispute and results from the expert's study that was not requested by a party.
**(C)** *Specifying Conditions as an Alternative.* In the circumstances described in Rule 45(d)(3)(B), the court may, instead of quashing or modifying a subpoena, order appearance or production under specified conditions if the serving party:
**(i)** shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship; and
**(ii)** ensures that the subpoenaed person will be reasonably compensated.

**(e) Duties in Responding to a Subpoena.**

**(1)** ***Producing Documents or Electronically Stored Information.*** These procedures apply to producing documents or electronically stored information:
**(A)** *Documents.* A person responding to a subpoena to produce documents must produce them as they are kept in the ordinary course of business or must organize and label them to correspond to the categories in the demand.
**(B)** *Form for Producing Electronically Stored Information Not Specified.* If a subpoena does not specify a form for producing electronically stored information, the person responding must produce it in a form or forms in which it is ordinarily maintained or in a reasonably usable form or forms.
**(C)** *Electronically Stored Information Produced in Only One Form.* The person responding need not produce the same electronically stored information in more than one form.
**(D)** *Inaccessible Electronically Stored Information.* The person responding need not provide discovery of electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or for a protective order, the person responding must show that the information is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nonetheless order discovery from such sources if the requesting party shows good cause, considering the limitations of Rule 26(b)(2)(C). The court may specify conditions for the discovery.

***(2) Claiming Privilege or Protection.***
**(A)** *Information Withheld.* A person withholding subpoenaed information under a claim that it is privileged or subject to protection as trial-preparation material must:
**(i)** expressly make the claim; and
**(ii)** describe the nature of the withheld documents, communications, or tangible things in a manner that, without revealing information itself privileged or protected, will enable the parties to assess the claim.
**(B)** *Information Produced.* If information produced in response to a subpoena is subject to a claim of privilege or of protection as trial-preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has; must not use or disclose the information until the claim is resolved; must take reasonable steps to retrieve the information if the party disclosed it before being notified; and may promptly present the information under seal to the court for the district where compliance is required for a determination of the claim. The person who produced the information must preserve the information until the claim is resolved.

**(g) Contempt.**
The court for the district where compliance is required—and also, after a motion is transferred, the issuing court—may hold in contempt a person who, having been served, fails without adequate excuse to obey the subpoena or an order related to it.

For access to subpoena materials, see Fed. R. Civ. P. 45(a) Committee Note (2013).

## ATTACHMENT A

Pursuant to the accompanying subpoena, Defendants Samsung Electronics Co. Ltd., and Samsung Electronics America, Inc., request that Google LLC produce and permit inspection and copying of documents and things in its possession, custody, or control that relate to the following requests according to the following definitions and instructions. Defendants also request that Google LLC testify about the Topics set forth below, at the date and location specified in the subpoena, unless otherwise agreed to by Defendants and Google LLC.

## DEFINITIONS

1. The terms "You," "Your," or "Google" mean and refer to Google LLC including all predecessors, successors, subsidiaries, divisions, and/or affiliates thereof, past or present, and all past or present officers, directors, agents, employees, consultants, accountants, attorneys, representatives, and any other person or entity acting on behalf of any of the foregoing.

2. The terms "CardWare" or "Plaintiff" mean and include CardWare Inc., a California corporation with its principal place of business located at 5201 Great America Parkway, Santa Clara, CA 95054, including all predecessors, successors, subsidiaries, divisions, parents and/or affiliates thereof, past or present, and all past or present officers, directors, agents, employees, consultants, accountants, attorneys, representatives, and any other person or entity acting on behalf of any of the foregoing.

3. The terms "Samsung" or "Defendant" mean and include Samsung Electronics Co. Ltd., and/or Samsung Electronics America, Inc., including all predecessors, successors, subsidiaries, divisions, parents and/or affiliates thereof, past or present, and all past or present officers, directors, agents, employees, consultants, accountants, attorneys, representatives, and any other person or entity acting on behalf of any of the foregoing.

4. "Document" and "documents" are synonymous in meaning and equal in scope to the usage of the terms as defined by Federal Rule of Civil Procedure 34, and include all things within the meaning and scope of that term as used in the Federal Rules of Civil Procedure and the Federal Rules of Evidence, and includes without limitation, any document, writing, communication, or record, including without limitation the original of, copies of, and versions stored on electronic or digital media of correspondence, letters, memoranda, drafts, notes, notebooks, laboratory reports, translations, data compilations including all information stored on electronic media, electronic mail, telecopy or facsimile messages, reports, publications, computer printouts, charts, graphs, photographs, summaries or records of telephone conversations, summaries or records of personal conversations or interviews, minutes or records of meetings or conferences, or any other data compilation from which information can be obtained or translated, if necessary, through detection devices into reasonably usable form.

5. "Thing" and "things" have the broadest meaning allowable under Federal Rule of Civil Procedure 34. This meaning encompasses any tangible object of any kind and nature other than a document, including without limitation prototypes, models, and physical specimens thereof.

6. "Communication" or "communications" means any oral, written, or other contact between or among two or more persons or entities by which any information or knowledge of any nature is transmitted or conveyed or attempted to be transmitted or conveyed, including correspondence, letters, memoranda, telegrams, telefaxes, telecopies, telexes, emails, text messages, face-to-face meetings, telephone conversations, voicemails, answering machine messages, and telephonic notes.

7. "Related," "relating," or "concerning" means comprising, pertaining, describing,

referring, evidencing, discussing, showing, constituting, embodying, containing, reflecting, identifying, or in any way logically or factually connected with the matter discussed.

8. "Entity" or "entities" means any legal person, corporation, company, partnership, sole proprietorship, firm, board, joint venture, association, organization, trust, governmental body, agency, authority, commission, or any other juristic person, business unit, or collective organization, and any legal, governmental, organizational, or political subdivision thereof.

9. "Person" or "persons" means any natural person, individual, group, or entity. The acts of a person shall include the acts of the person's directors, officers, owners, members, employees, agents, attorneys, and all other representatives acting on the person's behalf.

10. "And," "or," and "and/or" shall be construed conjunctively or disjunctively, whichever maximizes the scope of each request in which they are used.

11. "Any" means "all" and/or "each" and vice versa, as necessary to bring within the scope of the request all information that might otherwise be construed to be outside the scope.

12. "Each" and "every" shall be construed to mean "each and every."

## INSTRUCTIONS

The following instructions apply to each specific request unless otherwise explicitly stated.

1. You are to search all Documents within Your possession, custody, or control, wherever located, including any Documents placed in storage facilities or in the possession of any employee, agent, representative, attorney, investigator, or other person acting or purporting to act on Your behalf (whether located at his/her residence or place of business), in order to fully respond to the requests herein.

2. You are to produce Documents from any single file in the same order as they were found in such file, including any labels, files, folders and/or containers in which such Documents are located in or associated with. If copies are produced in lieu of the originals, such copies should be legible and bound, stapled, or segregated in the same manner as the original.

3. If You do not produce each Document or thing requested herein as they are kept in the usual course of business, You must organize and label the Documents or things produced to correspond with the particular document request to which the Document or thing is responsive.

4. You are to produce all Documents which are responsive in whole or in part to any of the requests herein in full, without abridgement, abbreviation, or expurgation of any sort. If any such Documents cannot be produced in full, produce the document to the extent possible.

5. You are required to produce not only the original or an exact copy of the original of all Documents or things responsive to any of the requests herein, but also all copies of such Documents or things which bear any notes or markings not found on the originals and all preliminary, intermediate, final, and revised drafts or embodiments of such Documents or things.

You are also required to produce all versions of the foregoing Documents stored by a computer internally, on disk, on CD-ROM, or on tape.

6. You are to produce any purportedly privileged Document containing non-privileged matter, with the purportedly privileged portion excised or redacted.

7. If any of the Documents requested herein are no longer in Your possession, custody, or control, You are requested to identify each such requested Document by date, type of Document, person(s) from whom sent, person(s) to whom sent, and person(s) receiving copies, and to provide a summary of its pertinent contents.

8. If any Document responsive to these requests has been destroyed, describe the content of such Document, the location of any copies of such Document, the date of such destruction, and the name of the person who ordered or authorized such destruction.

9. Electronic and computerized materials must be produced in an intelligible format or together with a description of the system from which it was derived sufficient to permit tendering of the material intelligible.

10. If any of the Documents or things are considered "confidential" such Documents or things should be produced subject to the terms and provisions of the Protective Order (Ex. 1).

11. If production of any Document listed and described in Attachment A hereto is withheld on the basis of a claim of privilege, each withheld Document shall be separately identified in a privileged document list. The privileged document list must identify each Document separately, specifying for each Document at least: (1) the date; (2) author(s)/sender(s); (3) recipient(s), including copy recipients; and (4) general subject matter of the document. The sender(s) and recipients(s) shall be identified by position and entity (corporation or firm, etc.) with which they are employed or associated. If the sender or the recipient is an attorney or a

foreign patent agent, he or she shall be so identified. The type of privilege claimed must also be stated, together with a certification that all elements of the claimed privilege have been met and have not been waived with respect to each Document.

## REQUESTS FOR PRODUCTION

**REQUEST FOR PRODUCTION NO. 1**:

Documents and things sufficient to describe the use of substitute or virtual credit card numbers, cryptograms, and NFC (or other wireless communication technology) to accomplish a mobile transaction using Google Wallet prior to March 17, 2013, including without limitation how a substitute or virtual credit card number, and/or cryptogram was generated.

**REQUEST FOR PRODUCTION NO. 2:**

Documents and things sufficient to describe the user interface for Google Wallet, including the user interface during a Google Wallet contactless transaction, prior to March 17, 2013.

**REQUEST FOR PRODUCTION NO. 3:**

Documents and things sufficient to describe the manner by which Google or any third parties (e.g., banks, payment processors, card networks) confirmed, authorized and/or denied payment transaction requests made using mobile devices through Google Wallet prior to March 17, 2013.

**REQUEST FOR PRODUCTION NO. 4:**

Documents and things describing Google's interactions with third parties, including but not limited to MasterCard, Visa, AmericanExpress, EMVCo or any standards body, merchant, bank, payment provider or clearance house, regarding mobile payments by Google Wallet using substitute or virtual credit card numbers, cryptograms, and NFC prior to March 17, 2013.

**REQUEST FOR PRODUCTION NO. 5:**

Confirmation that each of the videos listed in Ex. 2 were published on the internet at or within days of the time reflected in the timestamp on the relevant YouTube webpage and that

Google automatically recorded the date and time that the videos were uploaded, as well as the channel that uploaded them, as a regular business practice.

**REQUEST FOR PRODUCTION NO. 6:**

Confirmation that each of the web pages listed in Ex. 3 were published on the internet at or within days of the time reflected thereat.

## DEPOSITION TOPICS

**TOPIC NO. 1:**

The description and use of substitute or virtual credit card numbers, cryptogram, and NFC to accomplish a contactless card or mobile transaction using Google Wallet prior to March 17, 2013.

**TOPIC NO. 2:**

The user interface for Google Wallet prior to March 17, 2013.

**TOPIC NO. 3:**

The manner by which Google or any third party confirmed, authorized and/or denied payment transaction requests made using contactless cards and mobile devices prior to March 17, 2013.

**TOPIC NO. 4:**

Google's interactions with third parties regarding mobile payments by Google Wallet using substitute or virtual credit card numbers prior to March 17, 2013.

# EXHIBIT 1

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

| | | |
|---|---|---|
| CARDWARE INC.<br>*Plaintiff,* | §<br>§ | |
| v. | §<br>§<br>§ | CASE NO. 2:22-CV-00141-JRG-RSP |
| SAMSUNG ELECTRONICS CO., LTD. AND SAMSUNG ELECTRONICS AMERICA, INC.,<br>*Defendants*. | §<br>§<br>§<br>§ | |

**STIPULATED PROTECTIVE ORDER**

WHEREAS, Plaintiff CardWare Inc. and Defendants Samsung Electronics Co., Ltd and Samsung America, Inc., 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[1] 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

[1] In addition to the named plaintiff(s) and defendant(s) to this lawsuit, "Party" and "Parties" also refers Third Parties (defined below) pursuant to paragraphs 21 and 22 of this Order.

designated by the Party producing it by affixing a legend or stamp on such document, information or material as follows: "CONFIDENTIAL," "HIGHLY CONFIDENTIAL – OUTSIDE COUNSEL EYES' ONLY," or "HIGHLY CONFIDENTIAL – SOURCE CODE." The proper designation shall be placed clearly on each page, electronic file, or electronic media containing electronic files of the Protected Material (except deposition and hearing transcripts) for which such protection is sought. For deposition and hearing transcripts, the designation 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 under this Order.

2. Any document produced under Patent Rules 2-2, 3-2, and/or 3-4 before issuance of this Order with the designation "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – OUTSIDE COUNSEL EYES' ONLY" shall receive the same treatment as if designated "HIGHLY CONFIDENTIAL – OUTSIDE COUNSEL 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 – OUTSIDE COUNSEL EYES' ONLY," or "HIGHLY CONFIDENTIAL – SOURCE CODE" ("DESIGNATED MATERIAL"),[2] subject to the provisions herein and unless otherwise stated, this Order governs, without limitation: (a)

[2] The term DESIGNATED MATERIAL is used throughout this Protective Order to refer to the class of materials designated as "CONFIDENTIAL," "HIGHLY CONFIDENTIAL – OUTSIDE COUNSELS EYES' ONLY," or "HIGHLY CONFIDENTIAL – SOURCE CODE"," both individually and collectively.

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; (e) expert reports; and (f) stipulations. All copies, reproductions, extracts, digests and complete or partial summaries prepared from any DESIGNATED MATERIALS shall also be considered DESIGNATED MATERIAL and treated as such under this Order.

4. A designation of Protected Material (i.e., "CONFIDENTIAL," "HIGHLY CONFIDENTIAL – OUTSIDE COUNSEL EYES' ONLY," or "HIGHLY CONFIDENTIAL – SOURCE CODE") 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 14 herein:

(a) outside counsel of record in this 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 and reasonably necessary to assist such counsel in the litigation of this Action;

(d) One (1) designated representative of each of the Parties to the extent reasonably necessary for the litigation of this Action, 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) 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, provided that: (1) such consultants or experts are not presently employed by a Party hereto for purposes other than this Action (not including outside consultants or experts who have also been retained by the same Party for another 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 current curriculum vitae of the consultant or expert and a list of cases for which the consultant or expert presented testimony (including, but not limited to, written testimony, deposition testimony, and live trial testimony) in the past six years, at least seven (7) days before access to the Protected Material is to be given to that consultant or expert, so that the producing Party may object to and notify the receiving Party in writing that it objects to disclosure of Protected Material to the consultant or expert. The Parties agree to promptly confer and use good faith to resolve any such objection. If the Parties are unable to resolve any objection, the objecting Party may file a motion with the Court within fifteen (15) days of the notice, 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 agreement or Court order;

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

(g) the Court and its personnel.

6. A Party shall designate documents, information, or material as "CONFIDENTIAL" 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. 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 – OUTSIDE COUNSEL EYES' ONLY," or to the extent such Protected Material includes computer source code and/or live data (that is, data as it exists residing in a database or databases) ("Source Code Material"), the producing Party may designate such Protected Material as "HIGHLY CONFIDENTIAL – SOURCE CODE."

9. For Protected Material designated HIGHLY CONFIDENTIAL – OUTSIDE COUNSEL EYES' ONLY, access to, and disclosure of, such Protected Material shall be limited to

individuals listed in paragraphs 5(a-b) and (e-g).

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

(a) Access to a Party's Source Code Material shall be provided only on a "stand-alone" password-protected computer (that is, the computer may not be linked to any network, including a local area network ("LAN"), an intranet or the Internet) ("Source Code Computer").[3] The Source Code Computer shall be connected to (i) a printer, or (ii) a device capable of temporarily storing electronic copies solely for the limited purposes permitted pursuant to paragraphs 10 (h and l) below. Additionally, except as provided in paragraph 10 (l) below, or absent agreement otherwise by the Parties (including the Parties and the producing Party, if different), the Source Code Computer may only be located at the offices of the producing Party's outside counsel. The producing Party's outside counsel shall preserve the Source Code Computer until thirty (30) days after final termination of this Action, including any appeals, and shall be made available to the receiving Party throughout that period upon reasonable notice;

(b) The receiving Party shall make reasonable efforts to restrict its requests for such access to the Source Code Computer to normal business hours, which for purposes of this paragraph shall be 8:00 a.m. through 6:00 p.m. 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 Source Code Computer outside of normal business hours. The Parties agree to cooperate in good faith such that maintaining the producing Party's Source Code Material at the offices of its outside counsel shall not unreasonably hinder the receiving Party's ability to efficiently and effectively conduct the prosecution or defense of this Action;

(c) The producing Party shall provide the receiving Party with information explaining how to start, log on to, and operate the Source Code Computer in order to access the produced Source Code Material on the Source Code Computer;

(d) The producing Party will produce Source Code Material in computer searchable format on the Source Code Computer. The receiving Party may request software tools for viewing and searching the Source Code Material be installed on the computer, provided, however, that such review of the Source Code Material are in compliance with all of the terms, conditions, and protections herein. The receiving

[3] A second Source Code Computer may be provided at the same location as the Source Code Computer at a receiving Party's request to accommodate simultaneous review by multiple reviewers. All restrictions described herein that are applicable to the Source Code Computer shall apply to said second Source Code Computer. The parties will work in good faith to select a location for the source code computer(s) that is convenient for all parties, considering the location of Defendants' law firms' offices and the location of Plaintiff's expert(s).

Party must provide the producing Party with the CD or DVD containing such licensed software tool(s), or a link to a website where the software may be downloaded for installation together with any necessary license, at least five (5) business days in advance of the date upon which the receiving Party wishes to have the software tools available for use on the computer. Should the producing Party have any concerns about the requested tool, such as that they are used for things other than reviewing and searching source code or not commonly accepted in the industry, the Parties shall meet and confer in good faith to resolve any such concerns. Otherwise, assuming the above conditions are met, the producing Party shall install the requested software tools on the Source Code Computer;

(e) Access to Protected Material designated HIGHLY CONFIDENTIAL – SOURCE CODE shall be limited to outside counsel and up to three (3) outside consultants or experts[4] (*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(e) above. A receiving Party may include excerpts of Source Code Material in a pleading, exhibit, expert report, discovery document, deposition transcript, 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;

(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 or (2) those pages containing quoted Source Code Material will be separately stamped and treated as HIGHLY CONFIDENTIAL – SOURCE CODE;

(g) Except as set forth in paragraphs 10(j) and (l) 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 "RESTRICTED CONFIDENTIAL SOURCE CODE," and the receiving Party shall maintain a log of all such files that are printed or photocopied;

[4] For the purposes of this paragraph, 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 consultant or expert.

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

(j) For depositions, copies of Source Code Material that are marked as deposition exhibits shall not be provided to the Court Reporter or attached to deposition transcripts. Rather, the deposition record will identify the exhibit by its production numbers. All paper copies of Source Code Material brought to a deposition by the receiving Party shall be securely retained by the receiving Party's outside counsel or turned over to the producing Party's outside counsel immediately following the close of the deposition for secure destruction in a timely manner. However, this subparagraph 10(j) shall not apply to any page or portion of Source Code Material marked or altered during the deposition, and only those marked or altered pages or portions shall be retained by the Court Reporter and provided to the Parties;

(k) 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, or similarly secure location. 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)

(l) 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") via hand carry, Federal Express or other similarly reliable courier. 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(k) 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; and

(m) All persons who will review a producing Party's Source Code Material on the Source Code Computer on behalf of a receiving Party, including members of a receiving Party's outside law firm, shall be identified in writing to the producing Party at least five (5) days in advance of the first time that such person reviews Source Code Material on the Source Code Computer. Such identification shall be in addition to any other disclosure required under this Order. All persons viewing Source Code Material on the Source Code Computer shall sign on each day they view Source Code Material a log that will include the names of persons who view

the Source Code Material on the Source Code Computer and when they enter and depart the Source Code Review Room. Proper identification of all authorized persons shall be provided prior to any access to the Source Code Review Room or the Source Code Computer. Proper identification requires showing, at a minimum, a photo identification card sanctioned by the government of any State of the United States, by the government of the United States, or by the nation state of the authorized person's current citizenship. Access to the Source Code Review Room or the Source Code Computer may be denied, at the discretion of the producing Party, to any individual who fails to provide proper identification;

11. Absent written consent from the producing Party, any individual who receives access to HIGHLY CONFIDENTIAL – OUTSIDE COUNSEL EYES ' ONLY and/or HIGHLY CONFIDENTIAL – SOURCE CODE information (collectively "HIGHLY SENSITIVE MATERIAL") shall not prepare, prosecute, supervise, or assist in the preparation or prosecution of any patent application pertaining to the field of the invention of any patent-in-suit on behalf of the receiving Party or its acquirer, successor, predecessor, or other affiliate during the pendency of this Action and for one year after its conclusion, including any appeals. 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 or assist in the preparation or prosecution of any patent application pertaining to the field of invention of any patent-in-suit. This Prosecution Bar shall begin when HIGHLY SENSITIVE MATERIAL is first reviewed by the affected individual.

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. The Court's Discovery Order

shall govern issues related to attorney-client privilege, the work product doctrine, or other privilege, doctrine, or immunity.

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. 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 or in participating in mediation or settlement discussions 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 paragraph 9 of this Order); (vi) an independent contractor, consultant, and/or expert retained for the purpose of this litigation; (vii) court reporters and videographers; (viii) the Court; (ix) one (1) designated representative of a Party with mediation and/or settlement authority for that Party, however, disclosure to that designated representative is limited only to DESIGNATED MATERIAL necessary for that designated representative to participate in mediation or to exercise settlement

authority, shall not include any HIGHLY CONFIDENTIAL – SOURCE CODE material and shall only be disclosed after the procedures set forth in paragraph 15; or (x) 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.

15. Any Party that intends to disclose non-technical DESIGNATED MATERIAL to a designated representative, as set forth in paragraph 14(ix), shall notify the producing Party in writing requesting approval to disclose such information not less than fourteen (14) days before the intended disclosure. The producing Party shall have three (3) business days to object to the disclosure and/or provide any proposed redactions. Such objections and redactions shall be limited to those that the producing Party believes in good faith would cause it competitive harm if disclosed. The Parties shall then meet and confer, if necessary, within three (3) business days to discuss the producing Party's objections and/or proposed redactions and attempt in good faith to resolve any disputes.

16. Parties may, at the 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 – OUTSIDE COUNSEL EYES' ONLY," or "HIGHLY CONFIDENTIAL – SOURCE CODE" 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, the entire deposition or hearing transcript shall be treated as HIGHLY CONFIDENTIAL – OUTSIDE COUNSEL 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.

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 contended 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 – OUTSIDE COUNSEL EYES' ONLY," or "RESTRICTED CONFIDENTIAL SOURCE CODE" 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 "HIGHLY CONFIDENTIAL – OUTSIDE COUNSEL EYES' ONLY" in accordance with this Order.

23. Within thirty (30) days of final termination of this Action, including any appeals, all DESIGNATED MATERIAL, 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 at the producing Party's election either be returned to the

producing Party or be destroyed. The receiving Party shall verify the return or destruction by affidavit furnished to the producing Party, upon the producing Party's request.

24. 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.

25. Any Party (including any Third Party that has produced DESIGNATED MATERIAL) 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 that 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.

26. Production of DESIGNATED MATERIAL by each of the Parties or by any Third 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.

27. 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.

28. 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 if reasonably necessary to prepare and present this Action and (b) to apply for additional protection of DESIGNATED MATERIAL.

**SIGNED this 21st day of October, 2022.**

ROY S. PAYNE
UNITED STATES MAGISTRATE JUDGE

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

| | | |
|---|---|---|
| CARDWARE INC. | § | |
| | § | |
| *Plaintiff,* | § | |
| v. | § | CASE NO. 2:22-cv-00141-JRG-RSP |
| | § | |
| SAMSUNG ELECTRONICS CO., LTD. AND SAMSUNG ELECTRONICS AMERICA, INC., | § | |
| | § | |
| | § | |
| *Defendants.* | § | |
| | § | |

**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 this 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 – OUTSIDE COUNSEL EYES' ONLY," or "HIGHLY CONFIDENTIAL – SOURCE CODE" that is disclosed to me.

4. Promptly upon termination of this action, I will return all documents and things designated as "CONFIDENTIAL," "HIGHLY CONFIDENTIAL – OUTSIDE COUNSEL EYES' ONLY," or "HIGHLY CONFIDENTIAL – SOURCE CODE" 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

_____

# EXHIBIT 2

**Exhibit 2**

| Title | Link | Date Uploaded |
|---|---|---|
| Google Wallet- How to Setup and Use this Exciting NFC Technology - YouTube | https://www.youtube.com/watch?v=_ay1FfLCsHs | July 26, 2012 |
| How Credit Card Number Tokenization can Reduce PCI Compliance Stress 1 0f 3 | https://www.youtube.com/watch?v=FHD5XzAlKDI | July 28, 2009 |
| NFC - Google Wallet and More - EE Times - Mobile World Congress | https://www.youtube.com/watch?v=AgSk7L6HhVw | March 6, 2012 |
| What is Tokenization | https://www.youtube.com/watch?v=ypm5FFfEN34 | January 17, 2011 |
| ARQC and ARPC Generation and Validation | https://www.youtube.com/watch?v=I1XTn175FFk | July 25, 2012 |
| CardVault by 3Delta Systems - Securing Credit Card Payments for B2B and B2G through Tokenization | https://www.youtube.com/watch?v=h3zuiLiF51k | February 1, 2010 |
| Credit Card Processing with EPX BuyerWall Tokenization - YouTube | https://www.youtube.com/watch?v=_7E5hj9li4g | December 21, 2010 |
| Google I_O 2012 - Introducing Google Wallet Cloud APIs | https://www.youtube.com/watch?v=tpEGuSwv1fY | June 29, 2012 |
| 29C3: A Rambling Walk Through an EMV Transaction (EN) | https://www.youtube.com/watch?v=VdNm9JJmCzg | December 30, 2012 |
| Google Wallet Product Launch | https://www.youtube.com/watch?v=am8t6iZ7up0 | May 27, 2011 |
| Google I/O 2011: How to NFC | https://www.youtube.com/watch?v=49L7z3rxz4Q | May 10, 2011 |
| What is Google Wallet | https://www.youtube.com/watch?v=iuvyN4iZiP8 | August 9, 2011 |
| Technology: Google Wallet \| The New York Times - YouTube | https://www.youtube.com/watch?app=desktop&v=l8JOT6ban7o | September 23, 2011 |
| Google Wallet Make Your Phone Your Wallet by Google | https://www.youtube.com/watch?v=qRVQTQlJV0g | February 18, 2013 |
| Google Payments Live - Google Wallet updates | https://www.youtube.com/watch?v=1pxkQ1mFjNA | August 23, 2012 |
| Google Nexus S by Samsung at CES 2011 | https://www.youtube.com/watch?v=5ZjtXH9S9KM | January 11, 2011 |

| Title | Link | Date Uploaded |
|---|---|---|
| Google Wallet Demonstration | https://www.youtube.com/watch?v=6tBAB5ls5vM | May 26, 2011 |
| How To Use Google Wallet On Android | https://www.youtube.com/watch?v=6DeiEVBlBcs | October 28, 2011 |
| Google Wallet Hands-On _ Engadget | https://www.youtube.com/watch?v=5s9wYEkRAgs | May 26, 2011 |
| Paying With Google Wallet | https://www.youtube.com/watch?v=jTeiISIzBPQ | February 6, 2012 |
| Google Wallet Walkthrough | https://www.youtube.com/watch?v=xmbRSXYdFFs | February 13, 2012 |
| Isis NFC-payment from SXSW 2012 - YouTube | https://www.youtube.com/watch?v=Z2MOAtUhR7k | March 10, 2012 |
| Hands-on with ISIS Mobile Wallet - YouTube | https://www.youtube.com/watch?v=eOMqvGVKjmM | March 10, 2012 |
| caixer contactless lacaixa | https://www.youtube.com/watch?v=It2CpMcxQC4 | April 4, 2011 |
| How Credit Card Number Tokenization can Reduce PCI Compliance Stress 2 0f 3 | https://www.youtube.com/watch?v=t-fWpcLdb3o | July 28, 2009 |
| How Credit Card Number Tokenization can Reduce PCI Compliance Stress 3 0f 3 | https://www.youtube.com/watch?v=_CdoKEuEB9s | July 28, 2009 |
| virtual terminal- #1 storing credit card data with tokenization | https://www.youtube.com/watch?v=eSXIlGbACew | February 28, 2011 |
| Seinfeld - Google Wallet - YouTube | https://www.youtube.com/watch?v=baaCvgTRYsU | June 14, 2013 |
| How does Google Wallet work? Really well! | https://www.youtube.com/watch?v=jY2p-pNkjHA | December 7, 2011 |
| How To Use Google Wallet On Verizon Galaxy Nexus _ Pocketnow - YouTube | https://www.youtube.com/watch?v=AZ8t757ZfUs | April 20, 2012 |
| Citi_ What is Google Wallet | https://www.youtube.com/watch?v=duHgioveLvM | February 27, 2012 |
| Using Google Wallet in McDonalds! | https://www.youtube.com/watch?v=1p6co4YlvbA | September 14, 2012 |
| google checkout | https://www.youtube.com/watch?v=-UeYkxePW2c | June 29, 2006 |
| Google Checkout: A Foundation For Payments | https://www.youtube.com/watch?v=7ts7Lkykn0E | May 13, 2011 |
| Find out how PayPal works | https://www.youtube.com/watch?v=dn42Y-2uFQM | March 14, 2012 |
| How Does PayPal Work | https://www.youtube.com/watch?v=MdrPOCCFQ2k | July 24, 2012 |

| Title | Link | Date Uploaded |
|---|---|---|
| Understanding Proximity Sensors | https://www.youtube.com/watch?v=npD48agt0xY | July 29, 2010 |
| Google I/O 2012 - The Sensitive Side of Android | https://www.youtube.com/watch?v=Q0V_ld7iNw4 | June 29, 2012 |

# EXHIBIT 3

**Exhibit 3**

https://web.archive.org/web/20120920004423/http://support.google.com/wallet/bin/answer.py?hl=en&answer=2701024 (September 20, 2012);

http://googlecommerce.blogspot.com/2012/08/use-any-credit-or-debit-card-with.html (August 1, 2012);

https://web.archive.org/web/20130312061059/https://support.google.com/wallet/bin/answer.py?hl=en&answer=2463711, (March 12, 2013);

https://web.archive.org/web/20121013234253/http://support.google.com/wallet/bin/answer.py?hl=en&answer=2701024&topic=2467414&ctx=topic (October 13, 2012);

https://web.archive.org/web/20121108194442/http://support.google.com/wallet/bin/answer.py?hl=en&answer=1347934 (November 8, 2012);

*Google Checkout HTML API Short Attribute Reference - Google Checkout - Google Code (archive.org),*

https://web.archive.org/web/20120327131033/http://code.google.com/apis/checkout/developer/Google_Checkout_Basic_HTML_How_Checkout_Works.html (March 27, 2012); and

https://commerce.googleblog.com/2011/11/building-one-wallet-googlecheckout-is.html (November 16, 2011).