# UNITED STATES DISTRICT COURT

for the

Eastern District of Texas

| | | |
|---|---|---|
| Telcom Ventures LLC<br>*Plaintiff*<br>v.<br>Samsung Electronics Co., Ltd. and Samsung Electronics America, Inc.<br>*Defendant* | )<br>)<br>)<br>)<br>)<br>) | Civil Action No. 2:24-cv-691 |

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

To: Google LLC, c/o Corporation Service Company dba CSC - Lawyers Incorporating Service Company

*(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 promptly confer in good faith with the party serving this subpoena about the following matters, or those set forth in an attachment, and you must designate one or more officers, directors, or managing agents, or designate other persons who consent to testify on your behalf about these matters:
See attached Attachment B.

| Place: Alston & Bird LLP<br>1120 S. Tryon St. Suite 300<br>Charlotte, NC 28203 | Date and Time:<br>8/8/2025 9:00am ET or mutually agreeable. |
|---|---|

The deposition will be recorded by this method: Stenographically and videographically.

☑ *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: See attached Attachment A. This subpoena requests that documents be produced by August 8, 2025 at Alston & Bird LLP, 1120 S. Tryon St., Suite 300, Charlotte, NC 28203, or a mutually agreeable time and location.

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: 7/18/2025

*CLERK OF COURT*

OR

| | |
|---|---|
| | /s/ Kirk T. Bradley |
| *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)* Telcom Ventures LLC, who issues or requests this subpoena, are:
Kirk T. Bradley, Alston & Bird LLP, 1120 S. Tryon St., Suite 300, Charlotte, NC 28203; 704-444-1030, kirk.bradley@alston.com

**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. 2:24-cv-691

**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

## DEFINITIONS

1. The terms "Google," "you," "your," and "yours" refer to Google LLC, and all past or present predecessors, successors, subsidiaries, divisions, parents, affiliates, joint ventures, partnerships, and other legal entities that are directly or indirectly wholly owned or controlled by You, and all past or present officers, directors, principals, owners, employees, partners, agents, representatives, consultants, attorneys and others acting for or on behalf of You, including Alphabet Inc.

2. The terms "Defendants" and "Samsung" mean Samsung Electronics Co., Ltd. and Samsung Electronics America, Inc. (individually and collectively) and all past or present predecessors, successors, subsidiaries, divisions, parents, affiliates, joint ventures, partnerships, and other legal entities that are directly or indirectly wholly owned or controlled by Samsung, and any current or former employee, officer, director, principal, agent, consultant, representative, or attorney thereof, or anyone acting on their behalf.

3. The terms "Plaintiff" and "Telcom Ventures" refer to Telcom Ventures LLC.

4. The term "Samsung Litigation" means *Telcom Ventures LLC v. Samsung Electronics Co., Ltd., et al*., Case No. 2:24-cv-691 (E.D.T.X.).

5. The term "Asserted Patents" means, collectively, U.S. Patent Nos. 9,462,411 ("the '411 Patent"), 9,832,708 ("the '708 Patent"), 10,219,199 ("the '199 Patent"), 10,674,432 ("the '432 Patent"), 11,770,756 ("the '756 Patent"), 11,924,743 ("the '743 Patent"), 11,937,172 ("the '172 Patent"), and 12,028,793 ("the '793 Patent").

6. The term "Samsung Accused Products" means Samsung-branded smartphones that support Google Pay, including at least the following: Samsung Galaxy S5 (including S5 Active, S5 Sport, S5 Neo, and S5 Duo), Samsung Galaxy S6 (including S6

Edge, Active, and Edge+), Samsung Galaxy S7 (including S7 Edge & Active), Samsung Galaxy S8 (including S8+ & Active), Samsung Galaxy S9 (including S9+), Samsung Galaxy S10 (including S10e, S10+, S10 5G and S10 Lite), Samsung Galaxy S20 (including S20 5G, S20+, S20+ 5G, S20 Ultra, S20 Ultra 5G, S20 FE, S20 FE 5G), Samsung Galaxy S21 (including S21 5G, S21+ 56, S21+, S21 Ultra, S21 Ultra 5G, S21 FE, and S21 FE 5G), Samsung Galaxy S22 (including S22+, S22 Ultra, and S22 Ultra 5G), Samsung Galaxy S23 (including S23 FE, S23+ and S23 Ultra), Samsung Galaxy S24 (including S24, S24+, S24 Ultra, S24 FE), Samsung Galaxy S25 (including S25+, and S25 Ultra), Samsung Galaxy Note 5, Samsung Galaxy Note 7, Samsung Galaxy Note FE, Samsung Galaxy Note 8, Samsung Galaxy Note 9, Samsung Galaxy Note 10 (including Note 10+, Note 10 5G, Note 10+ 5G, and Note 10 Lite), Samsung Galaxy Note 20 (including Note 20 5G, Note 20 Ultra, Note 20 Ultra 5G), Samsung Galaxy Fold (including Fold 5G), Samsung Galaxy Z Fold 2 (including Z Fold 2 5G), Samsung Galaxy Z Fold 3 (including Z Fold 3 5G), Samsung Galaxy Z Flip (including Z Flip 5G), Samsung Galaxy Z Flip 3 (including Z Flip 3 5G), Samsung Galaxy Z Fold 4 (including Z Fold 4 5G), Samsung Galaxy Z Flip 4 (including Z Flip 4 5G), Samsung Galaxy Z Flip 5, Samsung Galaxy Z Fold 6, Samsung Galaxy Z Flip 6, Samsung Galaxy A3 (including A3 2016 and A3 2017), Samsung A03s, Samsung Galaxy A5 (including A5 2016 and A5 2017), Samsung Galaxy A7 (including A7 2016, A7 2017, and A7 2018), Samsung Galaxy A8 (including A8+ and A8 Star), Samsung Galaxy A9 (including A9 Pro and A9 2018), Samsung Galaxy A11, Samsung Galaxy A12 (including A12 5G), Samsung Galaxy A13 (including A13 5G), Samsung Galaxy A15 (including A15 5G), Samsung Galaxy A16 (including A16 5G), Samsung Galaxy A20, Samsung Galaxy A21, Samsung Galaxy A22 (including A22 5G), Samsung Galaxy A23 (including A23 5G), Samsung Galaxy A25 (including A25 5G), Samsung Galaxy A80, Samsung Galaxy A30s,

Samsung Galaxy A31, Samsung Galaxy A32 (including A32 5G), Samsung Galaxy A35 (including A35 5G), Samsung Galaxy 42 5G, Samsung Galaxy A50s, Samsung Galaxy A51 (including A51 5G), Samsung Galaxy A52 (including A52 5G and A52s 5G), Samsung A53 (including A53 5G), Samsung Galaxy A54 (including A54 5G), Samsung Galaxy A70, Samsung Galaxy A71 (including A71 5G), Samsung Galaxy A72, Samsung Galaxy M01s, Samsung Galaxy M10s, Samsung Galaxy M11, Samsung Galaxy M12, Samsung Galaxy M13 (including M13 5G), Samsung Galaxy M20, Samsung Galaxy M21 (including M21s), Samsung Galaxy M22, Samsung Galaxy M23, Samsung Galaxy M30, Samsung Galaxy M31 (including M31s), Samsung Galaxy M32 (including M32 5G), Samsung Galaxy M33 (including M33 5G), Samsung Galaxy M42, Samsung Galaxy M51, Samsung Galaxy M52 5G, Samsung Galaxy M53 5G, Samsung Galaxy M62, Samsung Galaxy XCover Pro 2, and all newly released and to-be-released Samsung-branded smartphones with infringing functionality.

7. The term "any" shall be understood to include and encompass "all."

8. The terms "and" as well as "or" shall be construed disjunctively or conjunctively as necessary to bring within the scope of any request all documents or things that might otherwise be construed to be outside its scope.

9. The terms "concern," "concerning," "refer," "referring," "regarding," "relate," "relating," or any variants thereof mean, directly or indirectly and in whole or in part, pertaining to, relevant to, alluding to, mentioning, commenting on, connected with, describing, analyzing, explaining, showing, reflecting, identifying, setting forth, dealing with, embodying, comprising, consisting of, containing, constituting, resulting from, recording, discussing, assessing, stating, evidencing, supporting, rebutting, or in any way relevant to the particular subject matter identified.

10. The term "Document" shall have the broadest meaning ascribed to it by Federal Rule of Civil Procedure 35 and Federal Rule of Evidence 1001, which includes every writing, or record of any kind, or other tangible thing from which data or information can be obtained (translated if necessary through detection devices into reasonably usable form), and which is known to you, or that is in your possession, custody, or control and that is kept by electronic photographic, mechanical, or other means concerning, pertaining to, describing, referring, or relating to, directly or indirectly, in whole or in part, the subject matter of each request.

11. "Communication" means the transmittal of information in the form of facts, ideas, inquiries, or otherwise, in any form.

12. The term "identify" when used with respect to any natural person, means that the following information shall be provided: the person's full name, last known home address, last known business address, last known telephone number, last known title and occupation, and last known employer.

13. The term "identify" when used with respect to any entity, such as a corporation, company, or any party other than a natural person, means that the following information shall be provided: the entity's name, place of incorporation or organization, principal place of business, and nature of business.

14. The term "identify" when used with respect to any document or thing, means that the following information shall be provided: the document or thing's date of creation, Bates number, storage location, and custodian, as well as the nature of and a summary of the relevant information contained within the identified document or thing.

15. The term "including" means "including but not limited to."

16. The terms "thing" and "things" mean any tangible object other than a document as defined herein, and includes objects of every kind and nature.

17. The phrase "all documents" in a request means responsive documents that are presently known or available to you, as well as responsive documents located through a search of all locations and an inquiry of all persons reasonably likely to contain or possess responsive documents.

18. The terms "Person" and "Persons" mean both natural persons and legal entities, including, without limitation corporations, companies, firms, partnerships, joint ventures, proprietorships, associations, and governmental bodies or agencies. Unless noted otherwise, references to any person, entity or party herein shall include its, his, or her agents, attorneys, employees, employers, officers, directors, or others acting on behalf of said person, entity, or party.

19. The term "Source Code" means human-readable programming language text that defines software, firmware, or electronic hardware descriptions. Source Code files include, but are not limited to, files containing code in "C," "Objective C," "C++," assembler, VHDL, Verilog, and digital signal processor ("DSP") programming languages. Source Code files further include ".include files," "make" files, link files, and other human-readable text files used in the generation and/or building of software directly executed on an application processor, microcontroller, or DSP.

20. "Google Pay" refers to the payment functionality developed by and/or owned by Google to facilitate contactless purchases on mobile devices, including phones, tablets, and/or watches, including all past, present, or planned software product for supporting or operating such functionality, and further including those functionalities that are or can be facilitated through Google Wallet.

## INSTRUCTIONS

1. You are requested to produce all Documents and Things in the following categories that are in your possession, custody or control, or within the possession, custody or control of your agents, servants, employees and your attorneys, in their entirety and without redaction or expurgation. "Possession, custody or control" shall be construed to the fullest extent provided under Federal Rules of Civil Procedure 34 and 45 and shall include, without limitation, those Documents and Things in the hands of any other Person that you have the ability to demand or to gain access to in the ordinary course of business. This includes documents placed in storage facilities or warehouses.

2. For each request, please search all locations (including computers and networks) and inquire of all persons either known or reasonably likely to contain or possess documents or things called for by the request.

3. You shall produce Documents for inspection as they are kept in the normal course of business or shall organize and label them to correspond with the specifications of these requests, as required by Rule 45 of the Federal Rules of Civil Procedure. You shall supplement your responses to these document requests as required by Rule 26 of the Federal Rules of Civil Procedure. In either case, and unless otherwise requested or agreed: (a) you may produce photocopies of the responsive documents, as well as photocopies of all associated file labels, file headings, and file folders together with the responsive documents from each file; (b) if any documents cannot be legibly copied or scanned, so state in your responses and provide a date, time, and location for its inspection in original form; (c) staple or clip all photocopies in the same manner as the originals; and (d) give each page a discrete production number.

4. If multiple copies of a document exist, produce every copy on which there

are any notations or markings of any sort that do not appear on any other copy.

5. Documents produced are to be clearly designated so as to reflect their owner and custodian and the location from where they were produced, including any file, diskette, or other particular container or repository from which each Document was produced and the location of such container or repository.

6. If any Document is withheld based upon a claim of privilege or other protection, provide for each such Document: (i) the date of the Document, (ii) the names of all authors, (iii) the names of all recipients, (iv) the names of all persons who, to your knowledge, have seen the Document, (v) the names of all cc and/or bcc recipients, (vi) the type of Document, (vii) a description of the Document, (viii) an identification of the privilege or protection claimed, and (ix) a brief explanation of the basis of your claim of privilege or other protection.

7. If you or your attorneys, agents, or employees know of the existence, past or present, of any document described in any request, but the document is not presently in your possession, custody, or control, or in the possession, custody, or control of your agents, representatives, or attorneys, identify the document and the individual in whose possession, custody, or control the document was last known to reside. If the document no longer exists, state when, how, and why the document ceased to exist.

8. Electronically stored information is generally to be produced, at your option, in either (a) its native file format or (b) in Tagged Image File Format ("TIFF") with optical character recognition ("OCR"). However, Microsoft Excel Spreadsheets and Power Point files are to be produced in their native format with all metadata intact.

9. The singular form of a word shall be interpreted as plural, the plural form of a word shall be interpreted as singular, and the connectives "and" and "or" shall be construed

either disjunctively or conjunctively as necessary in order to bring within the scope of these requests any document that might otherwise be outside its scope.

10. The term "including" (and the like) will not be interpreted as limiting and will mean "including without limitation."

11. Defined terms may or may not be capitalized. No waiver of a defined term is implied by the use of a defined term in a non-capitalized form.

12. More than one paragraph of these requests may ask for the same Documents. The presence of such duplication is not to be interpreted to narrow or limit the normal interpretation placed upon each individual request. Where a Document is requested in more than one request, only one copy of it need be produced.

13. Unless otherwise indicated, these requests are not time or date limited.

14. If you find any instruction, definition, or request ambiguous in any way, identify in your response the language you consider ambiguous and state the interpretation you are using in responding.

15. If you object to any instruction, definition, or request in whole or part, state your objection in your response and produce all documents to which your objection does not apply.

16. A copy of the Protective Order entered in this action for the protection of any requested proprietary, confidential, or commercially sensitive information is attached hereto as Exhibit 1.

## DOCUMENTS TO PRODUCE

1. Documents sufficient to identify all versions of Google Pay from 2018 to the present.

2. The source code for Google Pay from 2018 to the present.

3. Documents sufficient to show the relationship of Google Pay to versions of the Android operating system from 2018 to the present, including versions 9, 10, 11, 12, 12L, 13, 14, 15, 16, and any planned future versions.

4. Documents, other than source code, sufficient to show the architecture, design, implementations, features, and operations of Google Pay from 2018 to the present.

5. Documents regarding the incorporation of Google Pay in any Samsung Accused Product.

6. Documents regarding customer installation and use of Google Pay on any Samsung Accused Product.

7. Documents, including Communications, involving You and Samsung regarding Google Pay.

8. Documents, including Communications, provided by Google to customers, developers, end users, or the general public regarding the architecture, design, implementation, features, or operation of Google Pay.

9. Documents, including Communications, involving You and Samsung regarding the Samsung Litigation.

10. Contracts, including license agreements, that You have entered into with any entity involving one or more patents and regarding Google Pay.

## ATTACHMENT B

## DEFINITIONS

The definitions set forth in Attachment A are incorporated by reference.

## TOPICS

You are required to provide one or more individuals who are knowledgeable and competent to provide testimony about the following topics. A copy of the Protective Order entered in this action for the protection of any requested proprietary, confidential, or commercially sensitive information is attached hereto as Exhibit 1.

1. The identification of all versions of Google Pay from 2018 to the present.

2. The identification and operation of source code for Google Pay from 2018 to the present.

3. The identification and subject matter of Documents showing the relationship of Google Pay to versions of the Android operating system from 2018 to present, including versions 9, 10, 11, 12, 12L, 13, 14, 15, 16, and any planned future versions.

4. The identification and subject matter of Documents, other than source code, sufficient to show the architecture, design, implementations, features, and operations of Google Pay from 2018 to the present.

5. The identification and subject matter of Documents regarding the incorporation of Google Pay in any Samsung Accused Product.

6. The identification and subject matter of Documents regarding customer installation and use of Google Pay on any Samsung Accused Product.

7. The identification and subject matter of Documents, including Communications, involving You and Samsung regarding Google Pay.

8. The identification and subject matter of Documents, including Communications, provided by Google to customers, developers, end users, or the general public regarding the architecture, design, implementation, features, or operation of Google Pay.

9. The identification and subject matter of Documents, including Communications, involving You and Samsung regarding the Samsung Litigation.

10. The identification and subject matter of all contracts, including license agreements, that You have entered into with any entity involving one or more patents and regarding Google Pay.

11. The Documents produced in response to Attachment A, including, but not limited to:

a. The authenticity of the Documents produced in response to Attachment A.

b. Whether the Documents produced in response to Attachment A are true and correct copies of the originals maintained by You.

c. Whether the Documents produced in response to Attachment A are what they purport to be.

d. Whether the Documents produced in response to Attachment A were created by the people listed as the author, and, if no author is listed, who the author is.

e. Whether the people listed as recipients of the Documents produced in response to Attachment A received a copy of the produced Document(s), and if no recipients are listed, who received a copy of the produced Document(s).

f. Whether the Documents produced in response to Attachment A were created in the normal course of business and/or a regularly conducted business activity.

g. Whether the creation of the Documents produced in response to Attachment A was a regular part of the business activity.

h. The dates on or about which the Documents produced in response to Attachment A were created.

i. The reasons for creating the Documents produced in response to Attachment A.

j. Whether the Documents produced in response to Attachment A were created by or based on information from people with knowledge of the activity recorded.

k. Whether the Documents produced in response to Attachment A are the types of documents that are normally relied upon as a record of the activity recorded.

l. The subject matter of any of the Documents produced in response to Attachment A.

m. The substance of the Documents produced in response to Attachment A.

**EXHIBIT 1**

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

| | |
|---|---|
| TELCOM VENTURES LLC,<br><br>Plaintiff,<br><br>v.<br><br>SAMSUNG ELECTRONICS CO., LTD. and SAMSUNG ELECTRONICS AMERICA, INC.,<br><br>Defendants. | CIVIL ACTION NO. 2:24-CV-691-JRG |

**PROTECTIVE ORDER**

WHEREAS, Plaintiff Telcom Ventures LLC ("Telcom") and Defendants Samsung Electronics Co., Ltd. and Samsung Electronics America, Inc. ("Samsung"), hereafter referred to as "the Parties," believe that certain information that is or will be encompassed by discovery demands by the Parties involves the production or disclosure of trade secrets, confidential business information, or other proprietary information;

WHEREAS, the Parties seek a protective order limiting disclosure thereof in accordance with Federal Rule of Civil Procedure 26(c):

THEREFORE, it is hereby stipulated among the Parties and **ORDERED** that:

1. Each Party may designate as confidential for protection under this Order, in whole or in part, any document, information or material that constitutes or includes, in whole or in part, confidential or proprietary information or trade secrets of the Party or a Third Party to whom the Party reasonably believes it owes an obligation of confidentiality with respect to such document, information or material ("Protected Material"). Protected Material shall be designated by the Party producing it by affixing a legend or stamp on such document,

information or material as follows: "CONFIDENTIAL," "RESTRICTED – ATTORNEYS' EYES ONLY," or "RESTRICTED CONFIDENTIAL SOURCE CODE." Any such designations shall be placed clearly on each page of the Protected Material (except deposition and hearing transcripts) for which such protection is sought, or, in the case of files produced natively, in the file name, archive, or media on which the native file is produced. 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 as Protected Material.

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 "Confidential - Outside Attorneys' Eyes Only" shall receive the same treatment as if designated "RESTRICTED - ATTORNEYS' EYES ONLY" under this Order, unless and until such document is redesignated to have a different classification under this Order.

3. With respect to documents, information or material designated "CONFIDENTIAL," "RESTRICTED - ATTORNEYS' EYES ONLY," or "RESTRICTED CONFIDENTIAL SOURCE CODE" ("DESIGNATED MATERIAL"),[1] subject to the provisions herein and unless otherwise stated, this Order governs, without limitation: (a) all documents, electronically stored information, and/or things as defined by the Federal Rules of Civil

[1] The term DESIGNATED MATERIAL is used throughout this Protective Order to refer to the class of materials designated as "CONFIDENTIAL," "RESTRICTED - ATTORNEYS' EYES ONLY," or "RESTRICTED CONFIDENTIAL SOURCE CODE," both individually and collectively.

Procedure; (b) all pretrial, hearing or deposition testimony, or documents marked as exhibits or for identification in depositions and hearings; (c) pretrial pleadings, exhibits to pleadings and other court filings; (d) affidavits; and (e) stipulations. All copies, reproductions, extracts, digests and complete or partial summaries prepared from any DESIGNATED MATERIALS shall also be considered DESIGNATED MATERIAL and treated as such under this Order. Any materials including information produced or provided under more than one designation shall be treated as designated under the more restrictive designation. For example, material including information originally designated both CONFIDENTIAL and RESTRICTED – ATTORNEYS' EYES ONLY shall be treated as though designated RESTRICTED – ATTORNEYS' EYES ONLY. As another example, information designated as both RESTRICTED - ATTORNEYS' EYES ONLY and RESTRICTED CONFIDENTIAL SOURCE CODE shall be treated as though designated RESTRICTED CONFIDENTIAL SOURCE CODE.

4. A designation of Protected Material (i.e., "CONFIDENTIAL," "RESTRICTED - ATTORNEYS' EYES ONLY," or "RESTRICTED 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 12 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;

(d) up to and including three (3) designated representatives of each of the Parties to the extent reasonably necessary for the litigation of this Action, except that either party may in good faith request the other party's consent to designate one or more additional representatives, the other party shall not unreasonably withhold such consent, and the requesting party may seek leave of Court to designate such additional representative(s) if the requesting party believes the other party has unreasonably withheld such consent;

(e) mock jurors and jury consultants in accordance with the provisions of paragraph 29;

(f) 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 the Parties hereto for purposes other than this Action; (2) before access is given, the consultant or expert has completed the Undertaking attached as Exhibit A hereto and the same is served upon the producing Party with a current curriculum vitae of the consultant or expert and a list detailing that consultant or expert's testifying and consulting work[2] for the preceding five (5) years, to the extent that information is not included in the CV, at least ten (10) days before access to the Protected Material is to be given to that consultant or Undertaking to 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.

[2] To the extent the consulting work was a confidential engagement, the outside consultant or expert may anonymize this disclosure while still providing enough detail for the Producing Party to evaluate a direct conflict.

If the Parties are unable to resolve any objection, the objecting Party may file a motion with the Court within seven (7) 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;

(g) 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

(h) 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, commercially sensitive, 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 "RESTRICTED - ATTORNEYS' 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"), which for clarity shall include but is not limited to documents containing confidential, proprietary and/or trade secret source code, including computer code, scripts, assembly, object code, source code listings and descriptions of source code, object listings and descriptions of object code, Hardware Description Language (HDL), Register Transfer Level (RTL) files that describe the hardware design of any ASIC or other chip, and/or live data (that is, data as it exists residing in a database or databases that is specifically related to source code and not financial or other data), the Producing Party may designate such Protected Material as "RESTRICTED CONFIDENTIAL SOURCE CODE." For clarity, to the extent such files are stored within a software code build, the Producing Party is not obligated to identify and separate out such files for production.

9. For Protected Material designated RESTRICTED - ATTORNEYS' EYES ONLY, access to, and disclosure of, such Protected Material shall be limited to individuals listed in paragraphs 5(a-b) and (e-h).

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

(a) Access to a Party's Source Code Material shall be provided only on "stand-alone" computer(s) (that is, the computer may not be linked to any network, including a local area network ("LAN"), an intranet or the Internet) running a reasonably current version of the Microsoft Windows operating system and having an external mouse and additional monitor, that is password protected, maintained in a secure, locked area, and disabled from having external storage devices (including USB memory sticks and other USB devices) attached to it ("Source Code Computer"). To facilitate review, email and other electronic correspondence containing less than 50 lines of Source Code Material shall be produced in the normal course (with appropriate designations) and shall not be made available on the Source Code

Computer. Notwithstanding this provision, all code will be produced as it is stored in the ordinary course. Put another way, simply because a portion of code is produced in "the normal course" under this provision does not mean it will be omitted from the Source Code Computer.

(b) Use or possession of any input/ output device or other electronic device (e.g., USB memory stick, cameras or any camera-enabled device, CDs, floppy disk, portable hard drive, laptop, cellular telephones, PDA, smartphones, voice recorders, peripheral equipment, DVDs, or drives of any kind, etc.) is prohibited while in the secured, locked area containing the Source Code Computer(s). Except as provided in this Paragraph, the Receiving Party will not copy, remove, or otherwise transfer any portion of the Source Code Material from the Source Code Computer including, without limitation, copying, removing, or transferring any portion of the Source Code Material onto any other computers or peripheral equipment. The Receiving Party will not transmit any portion of the Source Code Material in any way from the location of the Source Code inspection. All persons entering the locked room containing the Source Code Computer(s) must agree to submit to reasonable security measures to insure they are not carrying any prohibited items before they will be given access to the locked room.

(c) The Source Code Computer(s) will be made available for inspection at the offices of outside counsel or any other mutually agreed-upon location, until the close of expert discovery, during normal business hours, which for purposes of this paragraph shall be 9:00 a.m. through 5:00 p.m. local time, on business days (i.e., weekdays that are not Federal or local holidays). 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(s) 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;

(d) Prior to the first inspection of any requested Source Code Material, the Receiving Party shall provide at least five (5) business days' notice of the Source Code Material that it wishes to inspect, but the Receiving Party will work in good faith to provide earlier notice. Thereafter, the Receiving Party shall provide reasonable written notice to the Producing Party, which shall not be less than three (3) business days. In the event a Receiving Party intends to continue its review to the next business day, beyond the dates initially requested, it shall provide written notice by 3:00 p.m. (local time at the review location). A list of names of persons who will view the Source Code Material will be provided to the Producing Party in conjunction with any written (including email) notice requesting inspection. The Producing Party shall be entitled to have a person observe all entrances and exits from the room containing the Source Code Computer(s);

(e) The Producing Party shall provide the Receiving Party with information explaining how to start, log on to, and operate the Source Code Computer(s) in order to access the produced Source Code Material on the Source Code Computer(s);

(f) The Producing Party will produce Source Code Material in computer searchable format on the Source Code Computer(s) as described above. To facilitate review of the Source Code Material, the Producing Party will install appropriate search and analysis software tools on the Source Code Computer, including at least one text editor like Visual Slick Edit that is capable of printing out Source Code with page and/or line numbers, at least one source code comparison tool like WinMerge, and at least one multi-text file text search tool such as "grep." Should it be necessary, other mutually agreed upon tools may be used, including, but not limited to, Eclipse, Microsoft Visual Studio, Source-Navigator, PowerGrep, ExamDiff Pro, Understand, Notepad++, Windows GREP, dtSearch, Cygwin, Beyond Compare, and Crimson Editor. Licensed copies of other mutually agreed upon tool software shall be installed on the Source Code Computer by the Producing Party and paid for by the Receiving Party, if the Producing Party does not already hold a license to such software tools. If these tools require a license which is not previously held by the Producing Party, the Receiving Party shall provide the Producing Party with the CD or DVD containing the licensed software tool(s), or instructions for how the software may be downloaded for installation together with any necessary license, at least five (5) days in advance of the date upon which the Receiving Party wishes to have the licensed software tool(s) available for use on the Source Code Computer(s);

(g) Source code reviewers are permitted to bring paper and pen to take notes while in the source code review room. The Receiving Party's outside counsel and/or expert shall be entitled to take notes relating to the Source Code Material but may not copy any portion of the Source Code Material into notes. For avoidance of doubt, Receiving Party's Outside Counsel and/or experts may include file names, line numbers, the names of functions and variables, and quotations from "code comments" in their notes. Unless otherwise agreed in advance by the Parties in writing, following each day on which inspection is done under this Order, the Receiving Party's Outside Counsel and/or experts shall remove all notes, documents, and all other materials from the Source Code Review Room. Any notes relating to the Source Code Material will be treated as "RESTRICTED CONFIDENTIAL – SOURCE CODE." The Producing Party may visually monitor the activities of the Receiving Party's representative(s) during any Source Code review, but only to ensure that there is no unauthorized recording, copying, or transmission of the Source Code Material. In so doing, the Producing Party will not monitor, listen in on, or otherwise inhibit the Receiving Party's privileged communications or note-taking in the Source Code Review Room, and the Producing Party's supervision will not, by itself, be deemed to cause any waiver or other loss of any privilege covering such notes or communications. Unless otherwise agreed in advance by the Parties in writing, following each inspection, the Receiving Party's outside counsel and/or experts shall remove all notes,

documents, and all other materials from the room that may contain work product and/or attorney-client privileged information. The Producing Party shall not be responsible for any items left in the review room following each inspection session;

(h) Access to Protected Material designated RESTRICTED CONFIDENTIAL SOURCE CODE shall be limited to outside counsel and up to three (3) outside consultants or experts[3] (*i.e.*, not existing employees or affiliates of a Party or an affiliate of a Party) retained for the purpose of this litigation and approved to access such Protected Materials pursuant to paragraph 5(f) above.

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

(j) Except as set forth in paragraph 10(k) below, no paper or 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. A Receiving Party may include excerpts of Source Code Material in a pleading, exhibit, expert report, discovery document, deposition transcript, or other Court document, 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. If any document to be filed with the Court contains an excerpt of Source Code Material that exceeds 25 continuous lines or 50 lines per source code file, the Receiving Party shall notify the Producing Party in writing prior to the Source Code Document being filed and identify the Source Code Document. For clarity, should such printouts or photocopies be in electronic documents, such documents shall be labeled "RESTRICTED CONFIDENTIAL SOURCE CODE" and shall continue to be treated as such;

(k) The Receiving Party shall be permitted to request that the Producing Party make up to five (5) printouts of Source Code Material, all of which shall be designated and clearly labeled "RESTRICTED CONFIDENTIAL SOURCE CODE." The Producing Party will comply with all such requests for printouts within five (5) business days of the request (and shall endeavor to provide them in 3 business days). In no event may the Receiving Party request that the Producing Party print any continuous block of Source Code that results in more than 100 continuous

[3] 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.

printed pages for each Producing Party's Source Code, during the duration of the case without prior written permission of the Producing Party, and the Producing Party shall not unreasonably withhold or delay such permission. No more than 1000 pages of the total source code for any software release (or in the case of hardware Source Code, for any hardware product), and no continuous blocks of Source Code or Chip-Level Schematics that exceed 100 pages, may be printed at any one time without the express written consent of the Producing Party, which shall not be unreasonably denied. The parties will work in good faith if any party needs to print additional pages. The printed pages shall constitute part of the Source Code Material produced by the Producing Party in this action;

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

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

(n) 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(h) above to another person authorized under paragraph 10(h) above, on paper via hand carry, Federal Express or other similarly reliable courier. Source Code Material shall be maintained at all times in a secure location under the direct control of counsel or authorized individuals listed under Paragraph 6(f) responsible for maintaining the security and confidentiality of the DESIGNATED MATERIALS and in a manner that prevents duplication of or unauthorized access to the Source Code Material, including, without limitation, storing the Source Code Material in a locked room or cabinet at all times, when it is not in use. When in transport from one of the above approved locations to another, the Receiving Party shall take reasonable measures to secure the Source Code Material. 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 outside the offices of outside counsel for the Receiving Party or of the experts and/or consultants who have been approved to view the Source Code for the purpose of Court proceeding(s) or deposition(s) as set forth in paragraph 10(m) 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.

(o) For depositions, three (3) business days before the date of the deposition, the Receiving Party shall notify the Producing Party about the Source Code printouts it wishes to use at the deposition, and which the Producing Party shall make available to the witness at the deposition. The Producing Party shall endeavor to accommodate requests made on shorter notice. Absent other agreement among the parties, the Receiving Party will ensure that its counsel have any needed Source Code printouts, and the Producing Party will ensure its counsel and its witnesses have any needed Source Code printouts. In the event air travel is needed for a deposition, the Source Code Printouts shall be carried on and not placed in checked luggage by the traveling attorney or witness. Furthermore, for depositions of persons eligible to view Source Code Material, at least one week in advance of the deposition, the Receiving Party shall notify the Producing Party if the Receiving Party wishes to have the Producing Party make a Source Code Computer available at the deposition. Any deposition where a Source Code Computer is requested shall take place in person at a mutually agreed-upon location. The Producing Party is only required to prepare one additional Source Code Computer for use during depositions, and the parties agree to meet and confer regarding the appropriate scheduling of depositions to avoid any conflicts. During the deposition, the screen and/or contents of the Source Code Computer shall not be recorded. The Source Code Computer made available at the deposition shall include appropriate software analysis tools as discussed below, provided the Receiving Party has, at its expense, provided the supplier with a license for such software tool in sufficient time to have it properly loaded on the deposition source code computer. The parties agree to confer and submit with the Pretrial Order the means and manner by which source code should be made available for inspection prior to and during trial.

11. Any attorney representing a Party, whether in-house or outside counsel, and any person associated with a Party and permitted to receive the other Party's Protected Material that is designated RESTRICTED - ATTORNEYS' EYES ONLY and/or RESTRICTED CONFIDENTIAL SOURCE CODE (collectively "HIGHLY SENSITIVE MATERIAL"), who obtains, receives, has access to, or otherwise learns, in whole or in part, the other Party's HIGHLY SENSITIVE MATERIAL under this Order shall not prepare, prosecute, supervise, or assist in the preparation or prosecution of any patent application pertaining to the field of the invention of the patents-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 the patents-in-suit.

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

13. There shall be no disclosure of any DESIGNATED MATERIAL by any person authorized

to have access thereto to any person who is not authorized for such access under this Order. The Parties are hereby ORDERED to safeguard all such documents, information and material to protect against disclosure to any unauthorized persons or entities.

14. Nothing contained herein shall be construed to prejudice any Party's right to use any DESIGNATED MATERIAL in taking testimony at any deposition or hearing provided that the DESIGNATED MATERIAL is only disclosed to a person(s) who is: (i) eligible to have access to the DESIGNATED MATERIAL by virtue of his or her employment with the designating party, (ii) identified in the DESIGNATED MATERIAL as an author, addressee, or copy recipient of such information, (iii) although not identified as an author, addressee, or copy recipient of such DESIGNATED MATERIAL, has, in the ordinary course of business, seen such DESIGNATED MATERIAL, (iv) a current or former officer, director or employee of the producing Party or a current or former officer, director or employee of a company affiliated with the producing Party; (v) counsel for a Party, including outside counsel and in-house counsel (subject to 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; or (ix) other persons entitled hereunder to access to DESIGNATED MATERIAL. DESIGNATED MATERIAL shall not be disclosed to any other persons unless prior authorization is obtained from counsel representing the producing Party or from the Court.

15. 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," "RESTRICTED - ATTORNEY' EYES ONLY," or "RESTRICTED 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 confidential.

16. 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.

17. 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. However, the Parties agree to meet and confer prior to the pretrial conference to negotiate a proposal for treatment of Protected Material at trial to be submitted for approval by the Court.

18. 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.

19. 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.

20. 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.

21. To the extent that discovery or testimony is taken of Third Parties, the Third Parties may designate as "CONFIDENTIAL," or "RESTRICTED - ATTORNEYS' EYES ONLY," AND/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 "CONFIDENTIAL" in accordance with

this Order.

22. The provisions of this Order shall continue to be binding after final termination of this case until a Producing Party agrees otherwise in writing or a court order otherwise directs. 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.

23. 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.

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

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

26. 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.

27. This Order shall be binding upon the Parties, their attorneys, and their successors, executors, personal representatives, administrators, heirs, legal representatives, assigns, subsidiaries, divisions, employees, agents, retained consultants and experts, and any persons or organizations over which they have direct control. This paragraph applies only to the extent any such person or entity has received DESIGNATED MATERIAL.

28. In the event of any disclosure of Protected Material other than in a manner authorized by this Protective Order, including any unintentional or inadvertent disclosure, the Party responsible for having made such disclosure, and each Party with knowledge thereof, shall immediately notify counsel for the Producing Party and provide to such counsel all known relevant information concerning the nature and circumstances of the disclosure. The responsible disclosing Party shall also make every effort to further prevent unauthorized disclosure, including retrieving all copies of the Protected Information from the recipient(s) thereof, and securing the agreement of the recipients not to further disseminate the Protected Material in any form. Compliance with the foregoing shall not prevent the Producing Party from seeking further relief from the Court. Unauthorized or inadvertent disclosure does not change the status of Protected Material or waive the right to hold the disclosed document or information as Protected.

29. "Mock Jurors and Jury Consultants" refers only to individuals detained by a Party in preparation for trial for this litigation. For any jury research, an appropriate screening must be used to ensure that the jury consultant(s) and mock jurors are not current or former officers, directors, employees, or consultants of any party or direct competitors of any party. Each party may retain no more than two jury consultant firms. Each jury consultant and mock juror must agree to be bound by the terms of this Protective Order and must execute the Undertaking attached as Appendix A. The party retaining the mock jurors or jury consultants shall retain the executed agreements. Jury consultants and mock jurors may review information designated "CONFIDENTIAL" but not information designated as "RESTRICTED – ATTORNEYS' EYES ONLY," or "RESTRICTED CONFIDENTIAL SOURCE CODE," in the context of mock trials or jury research, and they shall not retain possession or custody of any such materials. Mock jurors hired may view presentations or summaries derived from RESTRICTED – ATTORNEYS' EYES ONLY information or "RESTRICTED CONFIDENTIAL SOURCE CODE," subject to the other limitations of this paragraph, and provided they are not themselves given custody of any RESTRICTED – ATTORNEYS' EYES ONLY information and source code or of any such derivative materials. Financial amounts must be altered in derivative materials but may be within the same magnitude as those in the underlying RESTRICTED – ATTORNEYS' EYES ONLY information.

30. Each of the Parties shall also retain the right to file a motion with the Court (a) to modify this Order to allow disclosure of DESIGNATED MATERIAL to additional persons or entities if reasonably necessary to prepare and present this Action and (b) to apply for additional protection of DESIGNATED MATERIAL.

31. Nothing in this Protective Order shall prevent or restrict a producing Party's own disclosure or use of its own Protected Material for any purpose.

## So Ordered this

**Apr 26, 2025**

RODNEY GILSTRAP
UNITED STATES DISTRICT JUDGE

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

| | |
|---|---|
| TELCOM VENTURES LLC,<br><br>Plaintiff,<br><br>v.<br><br>SAMSUNG ELECTRONICS CO., LTD. and SAMSUNG ELECTRONICS AMERICA, INC.,<br><br>Defendants. | CIVIL ACTION NO. 2:24-CV-691-JRG |

**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," "RESTRICTED - ATTORNEYS' EYES ONLY," or "RESTRICTED CONFIDENTIAL SOURCE CODE" that is disclosed to me.

4. Promptly upon termination of these actions, I will return all documents and things designated as "CONFIDENTIAL," "RESTRICTED - ATTORNEYS' EYES ONLY," or

"RESTRICTED 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 _____