UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF TEXAS

MASSIVELY BROADBAND LLC, *Plaintiff*, v. SAMSUNG ELECTRONICS CO., LTD. and SAMSUNG ELECTRONICS AMERICA, INC., *Defendants*.	§ § § § § § § § §	CIVIL ACTION NO. 2:25-CV-00608-JRG

PROTECTIVE ORDER

WHEREAS, Plaintiff Massively Broadband LLC ("MBB" or "Plaintiff") and Defendants Samsung Electronics Co., Ltd. and Samsung Electronics America, Inc. (collectively "Samsung" or "Defendant") 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," and may further designate such material as "RESTRICTED – EXPORT CONTROL." Any such designation 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, corresponding production slipsheet, 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," "RESTRICTED – EXPORT CONTROL" or "RESTRICTED CONFIDENTIAL SOURCE CODE,"[1] subject to the provisions herein and unless otherwise stated, this Order governs, without limitation: (a)

[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," "RESTRICTED – EXPORT CONTROL," or "RESTRICTED CONFIDENTIAL SOURCE CODE," both individually and collectively.

MASSIVELY BROADBAND, IPR2025-01587, Ex. 2028, Page 2 of 24

all documents, electronically stored information, and/or things as defined by the Federal Rules of Civil Procedure; (b) all pretrial, hearing or deposition testimony, or documents marked as exhibits or for identification in depositions and hearings; (c) pretrial pleadings, exhibits to pleadings and other court filings; (d) affidavits; and (e) stipulations. All copies, reproductions, extracts, digests and complete or partial summaries prepared from any DESIGNATED MATERIALS shall also be considered DESIGNATED MATERIAL and treated as such under this Order.

4. A designation of Protected Material (i.e., "CONFIDENTIAL," "RESTRICTED - ATTORNEYS' EYES ONLY," "RESTRICTED – EXPORT CONTROL," 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 15 herein:

MASSIVELY BROADBAND, IPR2025-01587, Ex. 2028, Page 3 of 24

(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 who have signed the Acknowledgment attached as Appendix A;

(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 signed the Acknowledgment 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 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 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. 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;

(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

[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.

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, (i) shall be used only for prosecuting, defending, or attempting to settle this Action, and (ii) shall not be disclosed to any person who is not entitled to receive such documents, information or material as herein provided. All produced Protected Material shall be carefully maintained so as to preclude access by persons who are not entitled to receive such Protected Material. 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"), the producing Party may designate such Protected Material as "RESTRICTED CONFIDENTIAL SOURCE CODE." For clarity, Source Code Material means 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, materials that contain process steps such as run specifications or recipe, Hardware Description Language (HDL), Register Transfer Level (RTL) files that describe the hardware design of any ASIC or other chip, layout files such as GDS, GDSII, OASIS, LAFF or other comparable file types, 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). For clarity, Source Code Material includes underlying source files, build files, scripts, header files, and configuration files used to generate firmware or microcode, even if the firmware or microcode is distributed or installed on an accused device only in compiled binary form. A document that includes, reproduces, and/or contains any portion or excerpt of source code shall be treated as Source Code Material. Documents merely describing how source code operates (for example, architecture documents, program manuals, process flow descriptions, PowerPoint presentations, etc.), which do not contain any portions or excerpts of source code, are not Source Code Material and are not subject to the restrictions in Paragraph 10; such materials shall be treated and exchanged in the same manner as other Protected Material designated RESTRICTED -- ATTORNEYS' EYES ONLY.

9. For Protected Material designated RESTRICTED -- ATTORNEYS' EYES ONLY, access

MASSIVELY BROADBAND, IPR2025-01587, Ex. 2028, Page 6 of 24

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). The stand-alone computer(s) ("Source Code Computer(s)") shall be of modern commercial grade and equipped with an external viewing screen measuring at least 19" diagonally, and with an external mouse and keyboard. The Source Code Computer(s) will be located at the offices of the producing Party's outside counsel in the continental United States, or at another location mutually agreed by the Parties. The producing Party shall also make available a separate stand-alone computer ("Notes Computer"), in the same location as the Source Code Computer, and which persons reviewing the source code can use to take notes. The Source Code Computer and the Notes Computer shall be located in the same location unless otherwise agreed to by the Parties. The receiving Party's representative may take notes on paper or via the Notes Computer, but is prohibited from circumventing the limitations of this Protective Order through note-taking (including but not limited to electronic note-taking), e.g., by transcribing code. The receiving Party shall encrypt any notes that contain confidential material subject to this Protective Order using Microsoft Word's "Encrypt with Password" functionality accessible through the File->Info->Protect Document menu in Microsoft Word. The producing Party shall also be entitled to visually monitor the receiving Party's activities in the Source Code Material viewing room from outside such room, through a glass wall or window, so long as the producing Party cannot hear the receiving Party or see the contents of the receiving Party's notes or the display of the Source Code Computer and only to ensure that the provisions of this Order are being adhered to. The producing Party may not record (visually, audibly or by other means) the activities of the receiving Party's representatives. The producing Party shall not review any notes taken, whether on the Notes Computer or otherwise. The producing Party shall make available a means for any reviewer to load notes, including electronic documents, onto the Notes Computer prior to a review session and to retrieve notes from the Notes Computer after a review session, for example by supervised use of an encrypted USB storage device. The Note-taking Laptop shall have no features which would hinder the complete clearing of the receiving Party's notes from the Note-taking Laptop after such notes have been downloaded. The receiving Party shall maintain a log of all persons accessing the Source Code Material on behalf of a receiving Party. No one inspecting Source Code Material is permitted in the Source Code Material viewing room while in possession of any electronic device or device capable of receiving, recording, or retransmitting any electronic signals. Reviewers may bring hard-copy technical reference materials

(e.g., dictionaries, standards documents) into the Source Code review room, provided such materials may be pre-screened by the producing Party. The producing Party shall provide secure storage for any personal electronic devices (including, without limitation, smartphones, laptops, and tablets) belonging to persons authorized to review Source Code Material. Such devices shall be made available to their owners upon request at any time while so secured, without unreasonable delay, including during breaks in the review session.

(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 receiving Party shall make reasonable efforts to restrict its requests for such access to the Source Code Computer(s) to normal business hours, which for purposes of this paragraph shall be 9:00 a.m. through 6:00 p.m local time. 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 ten (10) business days' notice that it wishes to inspect Source Code Material, 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). The Producing Party shall provide the receiving Party with information explaining how to start, log on to, and operate the Notes Computer;

(f) The producing Party will produce Source Code Material in computer searchable format on the Source Code Computer(s) as described above. The Source Code Computer(s) shall also be equipped with reasonable software tools for viewing and searching the Source Code Material, including at least a text editor, multi-file search tools, and the ability to view directory structures. To extent that the receiving Party requests specific additional tools for viewing or searching the Source Code Material, the producing Party shall meet and confer in good faith about the installation of such tools. If such tools require a license, the receiving Party shall provide the producing Party with the licensed software, together with installation instructions and any necessary keys, at least five (5) business days (or such shorter period as the Parties may agree) 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). The medium for providing such software may include CD or DVD, encrypted USB, secure electronic transfer, or another mutually agreed method;

(g) Access to Protected Material designated RESTRICTED CONFIDENTIAL - SOURCE CODE shall be limited to outside counsel and up to four (4) 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(e) above, unless the receiving Party shows good cause for additional experts, which shall not be unreasonably withheld. A receiving Party may include excerpts of Source Code Material in a pleading, exhibit, expert report, discovery document, deposition transcript, other Court document ("Source Code 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. 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 substantial portion of the Source Code Material into notes, but may include, for example, file names, function names, variable names, line numbers, and similar identifiers as reasonably necessary to understand the code. Any notes relating to

[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.

the Source Code Material will be treated as "RESTRICTED CONFIDENTIAL SOURCE CODE." No notes shall be made or stored on the inspection computer, or left behind on the Notes Computer or at the site where the inspection computer is made available at the conclusion of the source code inspection. Notwithstanding the foregoing, the reviewer will be provided an opportunity to retrieve all notes from the Notes Computer in accordance with Paragraph 10(a) at the conclusion of the source code inspection. Any such notes shall be stamped and treated as "RESTRICTED CONFIDENTIAL SOURCE CODE." 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) 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;

(i) Except as set forth in paragraph 10(m) below, no paper or electronic copies of Source Code Material shall be made, except as necessary to create documents which, pursuant to the Court's rules, procedures and orders, or by agreement of the Parties, must be filed or served electronically, including pleadings, expert reports, and discovery responses. Images or copies of Source Code Material shall not be included in correspondence between the parties (references to production numbers shall be used instead) and shall be omitted from pleadings and other papers except to the extent permitted herein. The communication and/or disclosure of electronic files containing any portion of Source Code Material shall at all times be limited to individuals who are authorized to see Source Code Material under the provisions of this Protective Order. Additionally, all electronic copies must be labeled "RESTRICTED CONFIDENTIAL SOURCE CODE";

(j) No person shall copy, e-mail, transmit, upload, download, print, photograph or otherwise duplicate any portion of the designated "RESTRICTED CONFIDENTIAL SOURCE CODE" material, except that the receiving Party may request paper copies ("Source Code Printouts") of limited portions of the Source Code Material, but only if and to the extent reasonably necessary for the preparation of court filings, pleadings, expert reports, or other papers, or for Case deposition or trial. In no event may the receiving Party print more than 50 consecutive pages, 750 pages of the total source code for any software release (or in the case of hardware Source Code, for any hardware product), 750 pages of Chip-Level Schematics, or continuous blocks of Source Code or Chip-Level Schematics that exceed 50 pages, during the duration of the case without prior written approval by the producing Party, which approval shall not be unreasonably

MASSIVELY BROADBAND, IPR2025-01587, Ex. 2028, Page 10 of 24

withheld. The receiving Party shall not request paper copies for the purposes of reviewing the source code other than electronically as set forth in paragraph 10(a) in the first instance. Within five (5) business days or such additional time as necessary due to volume requested, the producing Party will provide the requested material on watermarked or colored paper bearing Bates numbers and the legend "RESTRICTED CONFIDENTIAL SOURCE CODE." At the inspecting Party's request, up to three additional sets (or subsets) of printed source code may be requested and provided by the producing Party in a timely fashion;

(k) 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;

(l) 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) including hearings, pretrial conferences, and trial, 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 proceeding(s) or deposition(s), including reasonable preparation before and after; 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

(m) A producing Party's Source Code Material may only be transported only by the receiving Party at the direction of a person authorized under paragraph 10(g) above to another person authorized under paragraph 10(g) 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 5(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 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(l) 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.

(n) For depositions, five (5) 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 if the receiving Party wants the producing Party to make the Source Code printouts available to the witness at the deposition. The producing Party shall endeavor to accommodate requests made on shorter notice. Absent such notification, the receiving Party will ensure that its counsel have any needed Source Code printouts for counsel of the producing Party and the witness. In the event air travel is needed for a deposition, the Source Code Printouts shall either be sent via Federal Express or other similarly reliable courier before the air travel or carried on by the traveling attorney or witness and not placed in checked luggage. Furthermore, for depositions of persons eligible to view Source Code Material, if the receiving Party wishes to have the producing Party make a Source Code Computer available at the deposition, it shall notify the producing Party at least three weeks in advance of 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 all Source Code material that has been made available by the producing Party and appropriate software analysis tools as discussed below, provided the receiving Party has, at its expense, provided the supplier with a license for such software tools in sufficient time to have them 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, advise on, consult on, draft, edit, amend or assist in the preparation or prosecution of any patent application pertaining to the field of the invention of the patents-in-suit before any foreign or domestic agency, including the United States Patent and

MASSIVELY BROADBAND, IPR2025-01587, Ex. 2028, Page 12 of 24

Trademark Office on behalf of Plaintiff 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 patent-in-suit. For avoidance of doubt, nothing in this paragraph shall prevent or restrict an attorney from participating or assisting in any post-grant proceedings before the United States Patent and Trademark Office ("USPTO") and the Patent Trial and Appeal Board ("PTAB"), including inter partes review ("IPR") and reexamination proceedings, except that such prosecution bar shall extend to direct or indirect assistance and/or direct or indirect participation in (or discussions relating to) drafting or amending claims in reexamination, inter partes review, or post grant review proceedings.

12. RESTRICTED -- EXPORT CONTROL Designation: Protected Material disclosed by the producing Party may contain technical data subject to export control laws and therefore the release of such technical data to foreign persons or nationals in the United States or elsewhere may be restricted. Protected Materials with a "RESTRICTED – EXPORT CONTROL" Designation are or may be subject to United States export control regulations, including but not limited to the Export Administration Regulations ("EAR"), 15 C.F.R. §§ 730, et seq., and/or 16 International Traffic in Arms Regulations ("ITAR"), 22 C.F.R. §§ 120, et seq. Documents should only be designated as "RESTRICTED – EXPORT CONTROL" if those documents have previously been designated as subject to United

MASSIVELY BROADBAND, IPR2025-01587, Ex. 2028, Page 13 of 24

States export control regulations or that contain information that was previously designated as subject to United States export control regulations, or where the producing Party requires the permission of a Third Party, whom it identifies, to produce those documents and that Third Party asserts that the document contains material subject to United States export control regulations.[4] A receiving Party may include excerpts of "RESTRICTED – EXPORT CONTROL" in a pleading, exhibit, expert report, discovery document, deposition transcript, other Court document, provided that the excerpts are appropriately marked as "RESTRICTED – EXPORT CONTROL" under this Order. This designation may be in addition to designation and treatment of such material as "CONFIDENTIAL," "RESTRICTED -- ATTORNEYS' EYES ONLY," or "RESTRICTED CONFIDENTIAL SOURCE CODE" material. The producing Party shall be responsible for identifying and designating the materials subject to export control regulations, and the receiving Party shall take measures necessary to ensure compliance. The producing Party's designation of a document as "RESTRICTED – EXPORT CONTROL" shall not be deemed to convert a document that is not subject to United States export control regulations into one that is, and a producing Party's failure to designate a document as "RESTRICTED – EXPORT CONTROL" shall not be deemed a guarantee that a document is not subject to United State export control regulations.

13. 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

[4] In the event a producing Party wishes to designate other materials not covered by the preceding sentence as "RESTRICTED – EXPORT CONTROL," the producing Party must provide a written basis for the designation with the production of such documents, and the parties agree to promptly meet and confer to address any dispute regarding the designation of such documents.

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 are 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 destroy all copies of such documents, information or other material and certify such destruction to the producing Party.

14. 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.

15. Nothing contained herein shall be construed to prejudice any Party's right to use any DESIGNATED MATERIAL in taking testimony at any deposition or hearing provided that the DESIGNATED MATERIAL is only disclosed to a person(s) who is: (i) eligible to have access to the DESIGNATED MATERIAL by virtue of his or her employment with the designating party; (ii) identified in the DESIGNATED MATERIAL as an author, addressee, or copy recipient of such information; (iii) although not identified as an author, addressee, or copy recipient of such DESIGNATED MATERIAL, has, in the ordinary

MASSIVELY BROADBAND, IPR2025-01587, Ex. 2028, Page 15 of 24

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.

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," "RESTRICTED - ATTORNEY' EYES ONLY," or "RESTRICTED CONFIDENTIAL SOURCE CODE," or "RESTRICTED - EXPORT CONTROL" 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 "RESTRICTED – ATTORNEY' EYES ONLY" under this Order.

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,

MASSIVELY BROADBAND, IPR2025-01587, Ex. 2028, Page 16 of 24

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 any hearing or the trial in this Action, or from using any information contained in DESIGNATED MATERIAL at any hearing or the trial of this Action, subject to any pretrial order issued by this Court. However, the Parties agree to meet and confer two (2) weeks before the pretrial conference to negotiate a proposal for treatment of Protected Material at trial.

19. A Party may request in writing to the other Party that the designation given to any DESIGNATED MATERIAL be modified or withdrawn. If the designating Party does not agree to redesignation within ten (10) days of receipt of the written request, the requesting Party may apply to the Court for relief. Upon any such application to the Court, the burden shall be on the designating Party to show why its classification is proper. Such application shall be treated procedurally as a motion to compel pursuant to Federal Rules of Civil Procedure 37, subject to the Rule's provisions relating to sanctions. In making such application, the requirements of the Federal Rules of Civil Procedure and the Local Rules of the Court shall be met. Pending the Court's determination of the application, the designation of the designating Party shall be maintained.

20. Each outside consultant or expert to whom DESIGNATED MATERIAL is disclosed in accordance with the terms of this Order shall be advised by counsel of the terms of this Order, shall be informed that he or she is subject to the terms and conditions of this Order,

MASSIVELY BROADBAND, IPR2025-01587, Ex. 2028, Page 17 of 24

and shall sign the Acknowledgment attached hereto 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," "RESTRICTED -- ATTORNEYS' EYES ONLY," "RESTRICTED CONFIDENTIAL SOURCE CODE" and/or "RESTRICTED – EXPORT CONTROL" 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 "RESTRICTED -- ATTORNEYS' EYES ONLY" in accordance with this Order.

23. If a Party is served with a subpoena issued by a court, arbitral, administrative, or legislative body, or with a court order issued in other litigation that compels disclosure of any information or items designated in this action as "CONFIDENTIAL," "RESTRICTED - EXPORT CONTROL," or "RESTRICTED – ATTORNEYS' EYES ONLY" that Party must: (a) promptly notify in writing the designating Party, such notification to include a copy of the subpoena or court order; (b) promptly notify in writing the person who caused the subpoena or order to issue in the other litigation that some or all of the material covered by the subpoena or order is subject to this Protective Order, such notification to include a copy of this Protective Order; and (c) cooperate with respect to all reasonable procedures

sought to be pursued by the designating Party whose Protected Material may be affected. If the designating Party timely seeks a protective order, the Party served with the subpoena or court order shall not produce any information designated in this action as "CONFIDENTIAL," "RESTRICTED - EXPORT CONTROL," or "RESTRICTED – ATTORNEYS' EYES ONLY" before a determination by the court from which the subpoena or order issued, unless the Party has obtained the designating Party's permission. Notwithstanding the foregoing, a receiving Party shall not disclose any information designated in this action as RESTRICTED CONFIDENTIAL SOURCE CODE absent a court order specifically compelling its production. The designating Party shall bear the burden and expense of seeking protection in that court of its confidential material – and nothing in these provisions should be construed as authorizing or encouraging a receiving Party in this action to disobey a lawful directive from another court.

24. 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 sixty (60) 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 materials of the Parties and materials which have been admitted into evidence in this Action), shall either be returned to the producing Party or be destroyed. The receiving Party, upon the producing Party's request, shall verify that the return or destruction of such DESIGNATED MATERIAL has been completed. Notwithstanding the foregoing, outside counsel of record shall be entitled to maintain copies of all correspondence, pleadings, expert reports, motions and trial briefs (including

MASSIVELY BROADBAND, IPR2025-01587, Ex. 2028, Page 19 of 24

all supporting and opposing papers and exhibits thereto), written discovery requests and responses (and exhibits thereto), deposition transcripts (and exhibits thereto), trial transcripts and hearing transcripts, and exhibits offered or introduced into evidence at any hearing or trial, emails and their attachments, and their attorney work product which refers to or is related to any DESIGNATED MATERIALS. In addition, outside counsel of record's obligation to return or destroy DESIGNATED MATERIAL shall not require the return or destruction of DESIGNATED MATERIAL that is (i) stored on backup storage media made in accordance with regular data backup procedures for disaster recovery purposes; (ii) located in an email archive system or archived electronic files; or (iii) subject to legal hold obligations or other legal or regulatory restrictions. Any DESIGNATED MATERIAL retained by outside counsel of record shall remain subject to this Protective Order. This provision does not apply to the Court, including court personnel and the Court's reporters.

25. 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.

26. 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.

27. 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.

28. 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.

29. The provisions of this Order are not intended to unduly interfere with the Parties' efficient preparation of the case for trial. Some of the provisions represent compromises made by the Parties to reach an agreement at an early stage of the litigation when the full extent of the Parties' productions under this Order is still unclear. To the extent any Party finds that the provisions of this Order are interfering with the efficient preparation of the case for trial or that stricter provisions may be necessary for the protection of a Party's confidential information, they can seek modifications from the Court without being prejudiced by having agreed to any of the provisions.

30. 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 receiving Party, 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

MASSIVELY BROADBAND, IPR2025-01587, Ex. 2028, Page 21 of 24

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.

31. A receiving Party (including its counsel and their staff, experts, contractors, and consultants) shall not enter any information from a producing Party's Protected Material into publicly accessible artificial intelligence (AI) platform, such as ChatGPT, or any publicly accessible machine translation services like Google Translate that may result in the information becoming available to unauthorized parties.

32. 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.

33. 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 and SIGNED this 28th day of October, 2025.

RODNEY GILSTRAP
UNITED STATES DISTRICT JUDGE

MASSIVELY BROADBAND, IPR2025-01587, Ex. 2028, Page 22 of 24

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF TEXAS
MARSHALL DIVISION

MASSIVELY BROADBAND LLC, *Plaintiff*, v. SAMSUNG ELECTRONICS CO., LTD. and SAMSUNG ELECTRONICS AMERICA, INC., *Defendants*.	§ § § § § § § § §	CIVIL ACTION NO. 2:25-CV-00608-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 - EXPORT CONTROL," "RESTRICTED -- ATTORNEYS' EYES ONLY," or "RESTRICTED CONFIDENTIAL SOURCE CODE" that is disclosed to me.

4. Promptly upon termination of these actions, I will destroy or return to outside counsel for

the party by whom I was retained all documents and things designated as "CONFIDENTIAL," "RESTRICTED - EXPORT CONTROL," "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.

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 _____

MASSIVELY BROADBAND, IPR2025-01587, Ex. 2028, Page 24 of 24