

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

TOPWIRE LLC, <i>Plaintiff,</i> v. SAMSUNG ELECTRONICS CO., LTD., <i>and</i> SAMSUNG ELECTRONICS AMERICA, INC., <i>Defendants.</i>	§ § § § § § § § §	CASE NO. 2:25-CV-01183-JRG-RSP
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PROTECTIVE ORDER

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

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

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

1. Each Party 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”).

(a) **Designating Documents:** Protected Material shall be designated by the Party producing it by affixing a legend or stamp on such document, information or

material as follows: “CONFIDENTIAL,” “HIGHLY CONFIDENTIAL–ATTORNEYS’ EYES ONLY,” or “HIGHLY CONFIDENTIAL SOURCE CODE.” The words “CONFIDENTIAL,” “HIGHLY CONFIDENTIAL–ATTORNEYS’ EYES ONLY,” or “HIGHLY CONFIDENTIAL SOURCE CODE” shall be placed clearly on each page of the Protected Material for which such protection is sought, except for deposition and hearing transcripts and for native electronic files, which shall be handled in accordance with Paragraphs 1(b) and 1(d) *infra*, respectively.

- (b) **Designating Transcripts:** Parties or entities may designate depositions and other testimony with the appropriate designation by indicating either on the record at the time the testimony is given or by sending written notice of the designation of some or all of the transcript within thirty (30) days of receipt of the transcript of the testimony (“thirty-day notice period”). If no indication is made on the record during a deposition, all information disclosed shall be designated as HIGHLY CONFIDENTIAL–ATTORNEYS’ EYES ONLY until the thirty-day notice period has passed. During the thirty-day notice period, any Party that wishes to disclose the transcript, or information contained therein, may provide written notice of its intent to treat the transcript as non-confidential, after which, any Party that wants to maintain any portion of the transcript as confidential must designate the confidential portions within five (5) business days, or else the transcript will be treated as non-confidential. Any Protected Material that is used in the taking of a deposition shall remain subject to the provisions of this Protective Order, along with the transcript pages of the deposition testimony dealing with such Protected

Material. In such cases, the court reporter shall be informed of this Protective Order and shall be required to operate in a manner consistent with this Protective Order. Deposition and hearing transcripts shall be designated on the cover page of the transcript (if not already present on the cover page of the transcript when received from the court reporter) by each attorney receiving a copy of the transcript after that attorney receives notice of the designation of some or all of that transcript under this Order.

(c) **Designating Videotaped Depositions:** In the event a deposition is videotaped, the original and all copies of the videotape shall be marked by the video technician to indicate that the contents of the videotape are subject to this Protective Order, including the specific confidentiality level claimed if such a designation is made prior to the videotape being provided by the video technician, substantially along the lines of: “This videotape contains [confidential] testimony used in this case and is not to be viewed, or the contents thereof displayed or revealed, except pursuant to the terms of the operative Protective Order in this matter or pursuant to written stipulation of the Parties.” During the thirty-day notice period, the original and all copies of the videotape shall be treated as HIGHLY CONFIDENTIAL—ATTORNEYS’ EYES ONLY. Additionally, any portion of the contents of the videotape that corresponds to Designated Material (as defined below) shall remain subject to the provisions of this Protective Order.

(d) **Designating Native Files:** Where electronic files and documents are produced in native electronic format, such electronic files and documents shall be designated for protection by appending to the file names information indicating whether the

file or document contains “CONFIDENTIAL,” “HIGHLY CONFIDENTIAL–ATTORNEYS’ EYES ONLY,” or “HIGHLY CONFIDENTIAL SOURCE CODE” material or including such designation in a data file accompanying the production. When such electronic files or documents are printed (e.g., for use at a deposition, in a court proceeding, or for provision in printed form to an expert or consultant as permitted in this Protective Order), the Party printing the electronic files or documents shall place on the printed document the appropriate designation, as well as the production numbers associated with the electronic files or documents.

2. Any document or information 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,” or with a substantially similar confidentiality designation, shall be treated, upon entry of this Order, as having been designated “HIGHLY CONFIDENTIAL–ATTORNEYS’ EYES ONLY” under this Order with the corresponding level of protection, and shall receive the same protections and be subject to the same restrictions as if so designated under this Order at the time of production, unless and until such document or information is redesignated in accordance with this Order.

3. With respect to documents, information or material designated “CONFIDENTIAL,” “HIGHLY CONFIDENTIAL–ATTORNEYS’ EYES ONLY,” or “HIGHLY CONFIDENTIAL SOURCE CODE” (“DESIGNATED MATERIAL”),¹ subject to the provisions herein and unless otherwise stated, this Order governs, without limitation: (a) all documents,

¹ The term DESIGNATED MATERIAL is used throughout this Protective Order to refer to the class of materials designated as “CONFIDENTIAL,” “HIGHLY CONFIDENTIAL–ATTORNEYS’ EYES ONLY,” or “HIGHLY CONFIDENTIAL SOURCE CODE,” both individually and collectively.

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,” “HIGHLY CONFIDENTIAL–ATTORNEYS’ EYES ONLY,” or “HIGHLY CONFIDENTIAL SOURCE CODE”) may be made at any time. Inadvertent or unintentional production of documents, information or material that has not been designated as DESIGNATED MATERIAL shall not be deemed a waiver in whole or in part of a claim for confidential treatment. Any party that inadvertently or unintentionally produces Protected Material without designating it as DESIGNATED MATERIAL may request destruction of that Protected Material by notifying the recipient(s), as soon as reasonably possible after the producing Party becomes aware of the inadvertent or unintentional disclosure, and providing replacement Protected Material that is properly designated. The recipient(s) shall then destroy all copies of the inadvertently or unintentionally produced Protected Materials and any documents, information or material derived from or based thereon irrespective of any other potential remedies provided in Federal Rule of Civil Procedure 26(b)(5)(B). In the event of a disclosure of any Protected Material to any person or persons not authorized to receive such disclosure under this Protective Order, the Party responsible for having made such disclosure, and each Party with knowledge thereof, shall promptly notify counsel for the producing Party whose Protected Material has been disclosed and shall cooperate in good faith to retrieve the improperly disclosed Protected Material and to ensure

that no further or greater unauthorized disclosure and/or use thereof is made. No liability shall arise from use or disclosure of documents that were inadvertently produced or improperly designated based on the original designation before receiving notice of such inadvertent production or improper designation.

5. “CONFIDENTIAL” documents, information and material may be disclosed only to the following persons, except upon receipt of the prior written consent of the designating party, upon order of the Court, or as set forth in paragraph 14 herein:

- (a) outside counsel of record in this Action for the Parties;
- (b) employees of such counsel assigned to and reasonably necessary to assist such counsel in the litigation of this Action;
- (c) in-house counsel for the Parties who either have responsibility for making decisions dealing directly with the litigation of this Action, or who are assisting outside counsel in the litigation of this Action;
- (d) outside consultants or experts² (*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 Appendix A hereto and the same is served upon the producing Party with a current curriculum vitae of the consultant or expert (including an identification of all of the past and current employment and a list of the cases in which the consultant or expert has testified (including, but not limited to, written testimony, deposition testimony, and live trial testimony) for the past four (4) years) at least ten (10) days before access to the Protected Material is to be given to that consultant or expert, so that the producing Party may object to and notify the receiving Party in writing that it objects to disclosure of Protected Material to the consultant or expert. The Parties agree to promptly confer and use good faith to resolve any such objection. If the Parties are unable to resolve any objection, the objecting Party may file a motion with the Court within fifteen (15) days of the notice, or within such other time as the Parties may agree, seeking a protective order with respect to the proposed disclosure. The objecting Party shall have the burden of proving the need for a protective order. If no motion for

² For the purposes of this Order, an outside consultant or expert is defined to include the outside consultant’s or expert’s direct reports and other support personnel, such that the disclosure to a consultant or expert who employs others within his or her firm to help in his or her analysis shall count as a disclosure to a single outside consultant or expert.

protective order is filed within fifteen (15) days of notice of the objection (or by such alternative deadline as agreed by all parties), the outside consultant or expert shall be permitted to view the information. No disclosure shall occur until all such objections are resolved by agreement or Court order;

- (e) any mediator who is assigned to hear this matter, including any staff of such mediator, who have signed Appendix A, subject to their agreement to maintain confidentiality to the same degree as required by this Protective Order;
- (f) independent litigation support services, including persons working for or as court reporters, videographers, graphics or design services, jury or trial consulting services (including mock jurors), and photocopy, document imaging, and database services retained by counsel and reasonably necessary to assist counsel with the litigation of this Action, provided they have signed an undertaking such as the Appendix A (or are otherwise under an obligation comparable to the protections under this Protective Order) not to publicly disclose Protected Material and to keep any information concerning Protected Material confidential; and
- (g) the Court and its personnel.

6. A Party shall designate documents, information or material as “CONFIDENTIAL,” “HIGHLY CONFIDENTIAL–ATTORNEYS’ EYES ONLY,” or “HIGHLY CONFIDENTIAL SOURCE CODE” only upon a good faith belief that the documents, information or material contains confidential or proprietary information or trade secrets of the Party or a Third Party to whom the Party reasonably believes it owes an obligation of confidentiality with respect to such documents, information or material.

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

summaries or descriptions shall be classified DESIGNATED MATERIALS and subject to all of the terms and conditions of this Order.

8. To the extent a producing Party believes that certain Protected Material qualifying to be designated CONFIDENTIAL is so sensitive that its dissemination deserves even further limitation, the producing Party may designate such Protected Material “HIGHLY CONFIDENTIAL–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 “HIGHLY CONFIDENTIAL SOURCE CODE.”

9. For Protected Material designated “HIGHLY CONFIDENTIAL–ATTORNEYS’ EYES ONLY,” access to, and disclosure of, such Protected Material shall be limited to individuals listed in paragraphs 5(a-b) and (d-g).

10. For Protected Material designated “HIGHLY CONFIDENTIAL SOURCE CODE,” access to, and disclosure of, such Protected Material shall be limited to individuals listed in paragraphs 5(a-b) and (d-g) and 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 and on which all access ports have been disabled (except for up to one printer port)) (“Source Code Computer”) in a secured locked room (“Source Code Review Room”), or, only at the producing Party’s option, remotely through a computer securely connected to an access terminal (that is, the computer may be linked to a secure network through an access terminal), at the offices of the producing Party’s outside counsel in the

continental United States. All references to “Source Code Computer” in this paragraph refer to either the “stand alone computer” or the “computer securely connected to an access terminal.”

(b) Other than the Source Code Computer and the Note-Taking Computer (defined in subparagraph (c), *infra*), use or possession of any electronic device (e.g., USB memory stick, mobile phone or tablet, camera or any camera-enabled device, CD, DVD, floppy disk, portable hard drive, laptop, or any device that can store information or access the Internet or any other network or external system, etc.), and any non-electronic device capable of similar functionality, are prohibited while accessing the Source Code Computer. All persons entering the Source Code Review Room containing the stand-alone computer(s) must agree to submit to reasonable security measures to ensure they are not carrying any prohibited items before they will be given access to the standalone computer(s), and shall sign a log that includes the names of persons who enter the room and the dates and times when they enter and depart. The producing Party may choose to produce Source Code Material under less stringent requirements;

(c) The receiving Party’s outside counsel and/or expert shall be entitled to take notes. Any such notes shall not include copies or reproductions of portions of the source code with the exception of directory paths, file paths, names and line numbers, and the names of functions and variables. No notes shall be made or stored on the inspection computer, or left behind at the site where the inspection computer is made available. To the extent the receiving Party desires to take notes electronically, the producing Party shall provide a note-taking computer (e.g., a

computer, which is distinct from the standalone computer, that is not linked to any network, including a local area network (“LAN”), an intranet, the Internet, is not connected to any other electronic device (except a standalone printer not connected to any network), and has image making functionality of any type disabled, including but not limited to camera or video functionality) (“Note-Taking Computer”) with a current, widely used word processing program in the Source Code review room for the receiving Party’s use in taking such notes. The “Note-Taking Computer” shall be used for the sole purpose of note-taking, and shall be retained by the producing Party. In addition to taking notes on paper, the Receiving Party’s Outside Counsel and/or expert may also bring a USB memory device to the secure room, to be inserted into a notetaking laptop computer provided by the Producing Party or the Producing Party’s vendor at the conclusion of each day of an inspection to allow the Receiving Party to download the notes under the supervision of the Producing Party. The Note-Taking Computer shall have all network connectivity disabled and be configured with Microsoft Word, such that the Reviewing Party can create or modify documents solely for the purpose for note taking. The Receiving Party shall encrypt any file on the USB memory device that contains 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 Receiving Party’s Outside Counsel and/or experts may not copy any portion of the Source Code Material into the notes and may not take such notes electronically on the Source Code Computer itself. 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, USB memory devices, 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."

- (d) The Note-Taking computer shall have no features which would hinder the complete clearing of the receiving Party's notes after such notes have been printed. No copies of all or any portion of the Source Code Material may leave the room in which the source code is inspected except as otherwise provided herein. No notes shall be made or stored on the stand-alone computer or left behind at the site where the Source Code Computer is made available, and any such notes shall be deleted or destroyed by the producing Party, without reviewing the substance of the notes, upon discovery. Notwithstanding the foregoing, any such notes shall be stamped and treated as "HIGHLY CONFIDENTIAL SOURCE CODE";
- (e) The receiving Party shall make reasonable efforts to restrict its requests for such access to the Source Code Computer to normal business hours, which for purposes of this paragraph shall be 9:00 a.m. through 5:00 p.m. local time where the Source Code Computer is located, Monday through Friday (excluding federal 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 outside of normal business hours. The Party requesting to inspect source code shall provide notice to the producing Party of its request five (5) business days in advance of the first requested inspection and three

(3) business days in advance of each subsequent requested inspection, and it will identify the individual(s) who will be reviewing the source code, as well as the anticipated hours of the review. 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;

- (f) 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);
- (g) The producing Party will produce Source Code Material in computer searchable format on the Source Code computer(s) as described above and the receiving Party may request that commercially available licensed software tools reasonably necessary for viewing and searching of Source Code Material be installed on the Source Code Computer for purposes of the review, subject to the producing Party's approval, which shall not be unreasonably withheld. The receiving Party must identify those tools and either provide the producing Party with licensed copies of the software tool(s), or identify how to access and activate licensed copies, at the receiving Party's expense, at least ten (10) days in advance of the scheduled review to allow the producing Party an opportunity to review and inspect the software tool(s) to ensure that the requested search software is compatible with the operating system and can be used normally, and other software necessary to make the Source Code available for inspection, installed on a Source Code Computer, and does not side-step any of the security features enabled on a Source Code Computer. The

producing Party and receiving Party shall promptly meet and confer in good faith to resolve any disputes regarding the configuration of the Source Code Computer, including whether to install the requested software tools. The receiving Party shall not erase, load, install, compile, or otherwise modify any program (or request that any other program be erased, loaded, installed, or otherwise modified by the producing Party) on the Source Code Computer without first submitting a written request and obtaining the producing Party's agreement to the request);

- (h) All persons who will review a producing Party's Source Code Material on the Source Code Computer on behalf of a receiving Party, including members of a receiving Party's outside law firm, shall be identified in writing to the producing Party at least five (5) business days in advance of the first time that such person reviews Source Code Material on the Source Code Computer. Such identification shall be in addition to any other disclosure required under this Order. Additionally, all persons viewing Source Code Material on the Source Code Computer shall sign on each day and time they view Source Code Material a log that will include the names of persons who view the Source Code Material on the Source Code Computer, the date and time of access, and the date and time at which such access ended. Proper identification of all authorized persons shall be provided prior to any access to the Source Code Review Room or the Source Code Computer. Proper identification requires showing, at a minimum, a photo identification card sanctioned by the government of any State of the United States, by the government of the United States, or by the nation state of the authorized person's current citizenship. Access to the Source Code Review Room or the Source Code

Computer may be denied, at the discretion of the producing Party, to any individual who fails to provide proper identification; The producing Party may visually monitor the activities of the receiving Party's representatives from outside the reviewing room but only to such an extent as to observe all entrances and exits from the room and to ensure that no unauthorized electronic records of the Source Code Material and no unauthorized information concerning the Source Code Material is being created or transmitted. In so doing, the Producing Party will not monitor, listen in on, or otherwise inhibit the Receiving Party's privileged communications or notetaking 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.

- (i) Access to Protected Material designated "HIGHLY CONFIDENTIAL SOURCE CODE" shall be limited to outside counsel and up to three (3) outside consultants or experts³ (*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(d) above.
- (j) A receiving Party may include excerpts of Source Code Material in a pleading, exhibit, expert report, discovery document, deposition transcript, other Court document, provided that the Source Code Material, and any pleading, exhibit, expert report, discovery document, deposition transcript, or other document citing

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.

such Source Code Material, is 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;

- (k) To the extent portions of Source Code Material are quoted in an electronic copy or image of a document which, pursuant to the Court's rules, procedures, or order, must be filed or served electronically ("Source Code Document"), either (1) the entire Source Code Document will be stamped and treated as HIGHLY CONFIDENTIAL SOURCE CODE or (2) those pages containing quoted Source Code Material will be separately stamped and treated as HIGHLY CONFIDENTIAL SOURCE CODE;
- (l) Except as set forth in this or other paragraphs, no electronic copies of Source Code Material shall be made without prior written consent of the producing Party, except as necessary to create documents which, pursuant to the Court's rules, procedures and order, must be filed or served electronically;
- (m) No person shall copy, e-mail, transmit, upload, download, print, photograph or otherwise duplicate any portion of the Source Code Material, except that the receiving Party shall be permitted to have printed by the producing Party a reasonable number of printouts of Source Code Material. The parties agree that it is presumptively reasonable for the receiving Party to request up to four (4) sets of paper copies ("Source Code Printouts"), each such copy totaling less than 100 total pages with no more than ten (10) continuous pages—with a page being one that has at least 35 lines of source code—of Source Code Material to be printed from

the producing Party. All such paper copies shall be designated and clearly labelled as HIGHLY CONFIDENTIAL SOURCE CODE. 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. Using the software available on the source code computer, the receiving Party shall specify the materials the receiving Party is requesting and save them in a folder on the desktop named "Print Requests" with a subfolder identifying the date of the request. The request for printed Source Code Material shall be served via email request identifying the subfolders of the "Print Requests" folder that the receiving Party is requesting. Within five (5) business days of requests made by 3:00 P.M. ET, the producing Party will either (i) provide the requested material on watermarked or colored paper bearing Bates numbers and the legend "HIGHLY CONFIDENTIAL SOURCE CODE" or (ii) notify the requesting Party in writing with an explanation of its objection. The producing Party and requesting Party shall meet and confer in good faith within three (3) business days of the written objection to attempt to resolve this dispute without the Court's involvement. If they cannot resolve the issue within three (3) business days of the initial meet and confer, the receiving Party may seek an order from the Court. All Source Code Printouts must be made on colored (i.e., non-white) paper;

- (n) No printouts or photocopies can be transferred to electronic media of any kind;
- (o) 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). For depositions, copies of Source Code Material that are marked as deposition exhibits shall not be provided to the Court Reporter or attached to deposition transcripts, rather, the deposition record will identify the exhibit by its production numbers. All paper copies of Source Code Material brought to a deposition by the receiving Party shall be securely retained by the receiving Party's outside counsel or turned over to the producing Party's outside counsel immediately following the close of the deposition for secure destruction in a timely manner;

- (p) 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 may not be transported or transmitted electronically over a network of any kind, including a LAN, an intranet, or the Internet; The receiving Party's outside counsel shall maintain a log including: (1) the identity of any custodian of each printout (received from the producing Party) or photocopy of any Source Code Material if the custodian is not employed by outside counsel and (2) the date any such

custodian receives and returns the Source Code Material to outside counsel. Upon request by the producing Party, the receiving Party shall provide reasonable assurances and/or descriptions of the security measures employed by the receiving Party and/or person that receives a copy of any portion of the source code. Within thirty (30) calendar days after the issuance of a final, non-appealable decision resolving all issues in the case, the receiving Party must either securely deliver to the producing Party or certify the destruction of, all copies of the producing Party's Source Code Material; and

- (q) No other copying or transcribing of Source Code Material by the receiving Party is allowed beyond that described in this Protective Order. No person of the receiving Party shall copy, e-mail, transmit, upload, download, print, photograph or otherwise duplicate any portion of the Source Code Material, unless explicitly permitted by this Protective Order.

11. Prosecution Bar.

- (a) Absent written consent of the Defendants, any attorney representing the Plaintiff, 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 "HIGHLY CONFIDENTIAL-ATTORNEYS' EYES ONLY" and/or "HIGHLY 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 (including but not limited to semiconductor packaging, printed circuit boards and their assembly) (“Field of Invention”) 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 patent-in-suit. For purposes of this paragraph, “prosecution” includes any activity related to (i) the preparation or prosecution (for any person or entity) of patent applications, including among others reexamination and reissue applications or (ii) directly or indirectly participating in drafting, amending, advising the drafting or amendment, or other activities otherwise affecting the scope or maintenance of patent claims, before the patent office of any jurisdiction in any proceeding. For the avoidance of doubt, this provision shall not preclude any person (including counsel or experts) who obtains, receives, or otherwise learns, in whole or in part, the other Party’s DESIGNATED MATERIAL or HIGHLY SENSITIVE MATERIAL under this Protective Order from participating in or representing any client in challenging or defending the patents-in-suit before a domestic or foreign agency (including, but not limited to, reexamination proceedings, Post-Grant Review proceedings, Inter Partes Review proceedings, or Covered Business Method Review proceedings) provided that they do not, directly

or indirectly, advise on, consult on, suggest, propose for substitution, prepare, draft, or edit any amendment to specifications or claims. This Prosecution Bar shall begin when HIGHLY SENSITIVE MATERIAL is first received by the affected individual.

12. Any attorney representing a Party, whether in-house or outside counsel, and any person associated with a Party and who received the other Party's DESIGNATED MATERIAL shall not enter any information from a producing Party's DESIGNATED MATERIAL into publicly accessible machine translation or other services (like Google Translate or ChatGPT) that may result in the information becoming available to unauthorized parties, provided, however, a receiving Party shall be permitted to engage reputable professional vendors (including translation vendors) to translate information from a producing Party's DESIGNATED MATERIAL with the understanding that such professional vendors may use secure machine translation tools (*i.e.*, offline proprietary software that runs locally on the vendor's computers or proprietary software that utilizes private cloud-based technology) that immediately delete all data after completing the translation as part of the translation process. For the avoidance of doubt, the deletion of data applies to the secure machine translation tools and any intermediate data created as part of the translation process. The receiving Party hiring such professional vendors is responsible for reporting any breaches or loss of the producing Party's data by the professional vendors to the producing Party immediately upon becoming aware of the breach or loss of data, and the receiving Party shall use reasonable efforts to remediate the breach or loss of data as soon as possible. Further, a receiving Party (including its counsel and their staff, experts, contractors, and consultants) shall not enter any information from a producing Party's DESIGNATED MATERIAL into any public cloud-based or publicly accessible artificial intelligence (AI) platform, such as

Chat GPT, unless the Court issues an Order approving the use of such a platform or translation service upon a request by the receiving Party.

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 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. Procedures for claw back of inadvertently or unintentionally produced documents subject to a claim of privilege are addressed in the Discovery Order.

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 course of business, seen such DESIGNATED MATERIAL, (iv) a current or former officer, director or employee of the producing Party or a current or former officer, director or employee of a company affiliated with the producing Party;

(v) counsel for a Party, including outside counsel and in-house counsel (subject to paragraphs 5, 9, and 10 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. Subject to any challenge to a particular designation under paragraph 19, the Parties will not oppose any reasonable request by the designating Party that the courtroom be sealed, if allowed by the Court, during the presentation of any testimony, evidence, or argument relating to or involving the use of any Protected Material.

16. Parties may, at the deposition or hearing or within thirty (30) days after receipt of a deposition or hearing transcript, designate the deposition or hearing transcript or any portion thereof as “CONFIDENTIAL,” “HIGHLY CONFIDENTIAL – ATTORNEY’ EYES ONLY,” or “HIGHLY CONFIDENTIAL SOURCE CODE” pursuant to this Order. Access to the deposition or hearing transcript so designated shall be limited in accordance with the terms of this Order. Until expiration of the 30-day period, the entire deposition or hearing transcript shall be treated as confidential.

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

shall be redacted to the extent necessary and the pleading or exhibit filed publicly with the Court.

18. The Order applies to pretrial discovery. Nothing in this Order shall be deemed to prevent the Parties from introducing any DESIGNATED MATERIAL into evidence at the trial of this Action, or from using any information contained in DESIGNATED MATERIAL at the trial of this Action, subject to any pretrial order issued by this Court.

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

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

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

such Third Parties may designate material for protection under this Protective Order and agree to be bound by this Order.

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

23. 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. Notwithstanding the foregoing, outside counsel of record shall be entitled to maintain copies of all documents on the case docket and exhibits introduced into evidence at any hearing or trial, and their attorney work product which refers or is related to any Protected Material for archival purposes only. Any such archived copies that contain or constitute Protected Material remain subject to this Order and shall be maintained in confidence by outside counsel for the Party retaining the materials. This provision does not apply to the Court, including Court personnel and the Court’s reporter. Any

destruction obligations under this Order shall not apply to electronically stored information in archival form stored on backup tapes or computer servers that are created only for disaster recovery purposes, provided that such electronic archives are not used as reference materials for a receiving Party's business operations.

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

25. Any Party 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.

26. 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.

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

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

29. In the event any Party encounters a data breach including unauthorized disclosure, access, or use of any data containing Protected Material (“Data Breach”), regardless of whether as a standalone incident or part of a larger security breach, the other Parties shall reasonably cooperate with the Party who experienced the Data Breach in investigating any apparent unauthorized access or breach of Protected Materials. Any Party who experiences a Data Breach shall reasonably provide written notice of the breach to the other Parties as soon as is practicable and in no event later than 14 days from obtaining knowledge of the breach, said notice to include complete information on all of the applicable facts and circumstances leading up to and resulting from the incident of the Data Breach. A Party who experiences a Data Breach shall bear the losses and expenses (including attorneys’ fees) associated with the unauthorized access of Protected Materials.

SIGNED this 22nd day of April, 2026.


ROY S. PAYNE
UNITED STATES MAGISTRATE JUDGE

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

TOPWIRE LLC,

Plaintiff,

v.

SAMSUNG ELECTRONICS CO., LTD.,
and SAMSUNG ELECTRONICS
AMERICA, INC.,

Defendants.

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§
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CASE NO. 2:25-CV-01183-JRG-RSP

**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 _____