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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA, SOUTHERN DIVISION

GORDIUM INNOVATIONS, LLC,

Plaintiffs,

v.

ZyXEL COMMUNICATIONS, INC. ET
AL. AND DOE DEFENDANTS 1-10,

Defendant.

Case No. SACV-12-2014-DOC (JPRx)

Honorable David O. Carter
Courtroom

**STIPULATED PROTECTIVE
ORDER INVOLVING PATENTS,
HIGHLY SENSITIVE
CONFIDENTIAL INFORMATION
AND/OR TRADE SECRETS**

Date:
Time:
Courtroom:

Filing Date: March 20, 2013

1 **I. PURPOSES AND LIMITATIONS**

2 Disclosure and discovery activity in this action are likely to involve
3 production of confidential, proprietary, or private information for which special
4 protection from public disclosure and from use for any purpose other than prosecuting
5 this litigation may be warranted. Accordingly, the parties hereby stipulate to and
6 petition the court to enter the following Stipulated Protective Order. The parties
7 acknowledge that this Order does not confer blanket protections on all disclosures or
8 responses to discovery and that the protection it affords from public disclosure and use
9 extends only to the limited information or items that are entitled to confidential
10 treatment under the applicable legal principles. The parties also acknowledge, as set
11 forth in Section 14.4, below, that this Stipulated Protective Order does not entitle them
12 to file confidential information under seal; Civil Local Rule 79-5 and General Order
13 62 set forth the procedures that must be followed and the standards that will be
14 applied when a party seeks permission from the court to file material under seal.

15 **II. DEFINITIONS**

16 2.1 Challenging Party: a Party or Non-Party that challenges the
17 designation of information or items under this Order.

18 2.2 “CONFIDENTIAL” Information or Items: information (regardless
19 of how it is generated, stored or maintained) or tangible things that qualify for
20 protection under Federal Rule of Civil Procedure 26(c).

21 2.3 Counsel (without qualifier): Outside Counsel of Record (as well as
22 their support staff).

23 2.4 Designating Party: a Party or Non-Party that designates
24 information or items that it produces in disclosures or in responses to discovery as
25 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
26 ONLY.”

27 2.5 Disclosure or Discovery Material: all items or information,
28 regardless of the medium or manner in which it is generated, stored, or maintained

1 (including, among other things, testimony, transcripts, and tangible things), that are
2 produced or generated in disclosures or responses to discovery in this matter.

3 2.6 Expert: a person with specialized knowledge or experience in a
4 matter pertinent to the litigation who (1) has been retained by a Party or its counsel to
5 serve as an expert witness or as a consultant in this action, (2) is not a past or current
6 employee of a Party or of a Party's competitor, and (3) at the time of retention, is not
7 anticipated to become an employee of a Party or of a Party's competitor.

8 2.7 "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY"
9 Information or Items: extremely sensitive "Confidential Information or Items,"
10 disclosure of which to another Party or Non-Party would create a substantial risk of
11 serious harm that could not be avoided by less restrictive means. The Parties agree
12 that the following information, if non-public, shall be presumed to merit the
13 "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY" designation: trade
14 secrets, pricing information, financial data, sales information, sales or marketing
15 forecasts or plans, business plans, sales or marketing strategy, product development
16 information, engineering documents, testing documents, employee information, and
17 other non-public information of similar competitive and business sensitivity.

18 2.8 Non-Party: any natural person, partnership, corporation,
19 association, or other legal entity not named as a Party to this action.

20 2.9 Outside Counsel of Record: attorneys who are not employees of a
21 party to this action but are retained to represent or advise a party to this action and
22 have appeared in this action on behalf of that party or are affiliated with a law firm
23 which has appeared on behalf of that party.

24 2.10 Party: any party to this action, including all of its officers,
25 directors, employees, consultants, retained experts, and Outside Counsel of Record
26 (and their support staffs).

27 2.11 Producing Party: a Party or Non-Party that produces Disclosure or
28 Discovery Material in this action.

1 2.12 Professional Vendors: persons or entities that provide litigation
2 support services (e.g., photocopying, videotaping, translating, preparing exhibits or
3 demonstrations, and organizing, storing, or retrieving data in any form or medium)
4 and their employees and subcontractors.

5 2.13 Protected Material: any Disclosure or Discovery Material that is
6 designated as “CONFIDENTIAL,” or as “HIGHLY CONFIDENTIAL –
7 ATTORNEYS’ EYES ONLY.”

8 2.14 Receiving Party: a Party that receives Disclosure or Discovery
9 Material from a Producing Party.

10 **III. SCOPE**

11 The protections conferred by this Stipulation and Order cover not only
12 Protected Material (as defined above), but also (1) any information copied or extracted
13 from Protected Material; (2) all copies, excerpts, summaries, or compilations of
14 Protected Material; and (3) any deposition testimony that might reveal Protected
15 Material. However, the protections conferred by this Stipulation and Order do not
16 cover the following information: (a) any information that is in the public domain at the
17 time of disclosure to a Receiving Party or becomes part of the public domain after its
18 disclosure to a Receiving Party as a result of publication not involving a violation of
19 this Order, including becoming part of the public record through trial or otherwise;
20 and (b) any information known to the Receiving Party prior to the disclosure or
21 obtained by the Receiving Party after the disclosure from a source who obtained the
22 information lawfully and under no obligation of confidentiality to the Designating
23 Party. Any use of Protected Material at trial shall be addressed by the judicial officer
24 conducting the proceeding at the appropriate time.

25 **IV. DURATION**

26 Even after final disposition of this litigation, the confidentiality
27 obligations imposed by this Order shall remain in effect until a Designating Party
28 agrees otherwise in writing or a court order otherwise directs. Final disposition shall

1 be deemed to be the later of (1) dismissal of all claims and defenses in this action,
2 with or without prejudice; and (2) final judgment herein after the completion and
3 exhaustion of all appeals, rehearings, remands, trials, or reviews of this action,
4 including the time limits for filing any motions or applications for extension of time
5 pursuant to applicable law.

6 **V. DESIGNATING PROTECTED MATERIAL**

7 5.1 Exercise of Restraint and Care in Designating Material for
8 Protection. Each Party or Non-Party that designates information or items for
9 protection under this Order must take care to limit any such designation to specific
10 material that qualifies under the appropriate standards. To the extent it is practical to
11 do so, the Designating Party must designate for protection only those parts of material,
12 documents, items, or oral or written communications that qualify – so that other
13 portions of the material, documents, items, or communications for which protection is
14 not warranted are not swept unjustifiably within the ambit of this Order.

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

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

24 5.2 Manner and Timing of Designations. Except as otherwise provided
25 in this Order (see, e.g., second paragraph of Section 5.2(a) below), or as otherwise
26 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection
27 under this Order must be clearly so designated before the material is disclosed or
28 produced.

1 Designation in conformity with this Order requires:

2 (a) for information in documentary form (e.g., paper or electronic
3 documents, but excluding transcripts of depositions or other pretrial or trial
4 proceedings), that the Producing Party affix the legend “CONFIDENTIAL” or
5 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” to each page that
6 contains protected material.

7 A Party or Non-Party that makes original documents or materials
8 available for inspection need not designate them for protection until after the
9 inspecting Party has indicated which material it would like copied and produced.
10 During the inspection and before the designation, all of the material made available
11 for inspection shall be deemed “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
12 ONLY.” After the inspecting Party has identified the documents it wants copied and
13 produced, the Producing Party must determine which documents qualify for protection
14 under this Order. Then, before producing the specified documents, the Producing
15 Party must affix the appropriate legend (“CONFIDENTIAL” or “HIGHLY
16 CONFIDENTIAL – ATTORNEYS’ EYES ONLY”) to each page that contains
17 Protected Material.

18 (b) for testimony given in deposition that the Designating Party identify
19 on the record, before the close of the deposition all protected testimony and specify
20 the level of protection being asserted. When it is impractical to identify separately
21 each portion of deposition testimony that is entitled to protection and it appears that
22 substantial portions of the testimony may qualify for protection, the Designating Party
23 may invoke on the record (before the deposition is concluded) a right to have up to 21
24 days to identify the specific portions of the testimony as to which protection is sought
25 and to specify the level of protection being asserted. Only those portions of the
26 deposition testimony that are appropriately designated for protection within the 21
27 days shall be covered by the provisions of this Stipulated Protective Order.
28 Alternatively, a Designating Party may specify, at the deposition or up to 21 days

1 afterwards if that period is properly invoked, that the entire transcript shall be treated
2 as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
3 ONLY.”

4 Parties shall give the other parties notice if they reasonably expect a
5 deposition to include Protected Material so that the other parties can ensure that only
6 authorized individuals who have signed the “Acknowledgment and Agreement to Be
7 Bound” (Exhibit A) are present at those proceedings. The use of a document as an
8 exhibit at a deposition shall not in any way affect its designation as
9 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
10 ONLY.”

11 Transcripts containing Protected Material shall have an obvious legend
12 on the title page that the transcript contains Protected Material, and the title page shall
13 be followed by a list of all pages (including line numbers as appropriate) that have
14 been designated as Protected Material and the level of protection being asserted by the
15 Designating Party. The Designating Party shall inform the court reporter of these
16 requirements. Any transcript that is prepared before the expiration of a 21-day period
17 for designation shall be treated during that period as if it had been designated
18 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” in its entirety unless
19 otherwise agreed. After the expiration of that period, the transcript shall be treated
20 only as actually designated.

21 (c) for information produced in some form other than documentary and
22 for any other tangible items, that the Producing Party affix in a prominent place on the
23 exterior of the container or containers in which the information or item is stored the
24 legend “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
25 ONLY.” If only a portion or portions of the information or item warrant protection,
26 the Producing Party, to the extent practicable, shall identify the protected portion(s)
27 and specify the level of protection being asserted.

28 5.3 Inadvertent Failures to Designate. If timely corrected, an

1 inadvertent failure to designate qualified information or items does not, standing
2 alone, waive the Designating Party's right to secure protection under this Order for
3 such material. Upon timely correction of a designation, the Receiving Party must
4 make reasonable efforts to assure that the material is treated in accordance with the
5 provisions of this Order.

6 **VI. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

7 6.1 Timing of Challenges. Any Party or Non-Party may challenge a
8 designation of confidentiality at any time. Unless a prompt challenge to a Designating
9 Party's confidentiality designation is necessary to avoid foreseeable, substantial
10 unfairness, unnecessary economic burdens, or a significant disruption or delay of the
11 litigation, a Party does not waive its right to challenge a confidentiality designation by
12 electing not to mount a challenge promptly after the original designation is disclosed.

13 6.2 Meet and Confer. The Challenging Party shall initiate the dispute
14 resolution process described by Local Rules 37-1 and 37-2. The parties shall attempt
15 to resolve each challenge in good faith and in strict compliance with Local Rule 37-1.

16 6.3 Judicial Intervention. If the Parties cannot resolve a challenge
17 without court intervention, then the Parties are ordered to strictly comply with the
18 procedures outlined in Local Rule 37-2, including the joint stipulation requirement.

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

27 **VII. ACCESS TO AND USE OF PROTECTED MATERIAL**

28 7.1 Basic Principles. A Receiving Party may use Protected Material

1 that is disclosed or produced by another Party or by a Non-Party in connection with
2 this case only for prosecuting, defending, or attempting to settle this litigation. Such
3 Protected Material may be disclosed only to the categories of persons and under the
4 conditions described in this Order. When the action has been terminated, a Receiving
5 Party must comply with the provisions of Section 13 below (FINAL DISPOSITION).

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

9 7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless
10 otherwise ordered by the court or permitted in writing by the Designating Party, a
11 Receiving Party may disclose any information or item designated “CONFIDENTIAL”
12 only to:

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

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

19 (c) Experts (as defined in this Order) of the Receiving Party (1) to whom
20 disclosure is reasonably necessary for this litigation, and (2) who have signed the
21 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

22 (d) the court and its personnel;

23 (e) court reporters and their staff, professional jury or trial consultants,
24 and Professional Vendors to whom disclosure is reasonably necessary for this
25 litigation and who have signed the “Acknowledgment and Agreement to Be Bound”
26 (Exhibit A);

27 (f) during their depositions, witnesses in the action to whom disclosure is
28 reasonably necessary and who have signed the “Acknowledgment and Agreement to

1 Be Bound” (Exhibit A), unless otherwise agreed by the Designating Party or ordered
2 by the court. Pages of transcribed deposition testimony or exhibits to depositions that
3 reveal Protected Material must be separately bound by the court reporter and may not
4 be disclosed to anyone except as permitted under this Stipulated Protective Order;

5 (g) the author or recipient of a document containing the information or a
6 custodian or other person who otherwise possessed or knew the information.

7 7.3 Disclosure of “HIGHLY CONFIDENTIAL – ATTORNEYS’
8 EYES ONLY”

9 Information or Items. Unless otherwise ordered by the court or permitted
10 in writing by the Designating Party, a Receiving Party may disclose any information
11 or item designated “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”
12 only to:

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

16 (b) Experts (as defined in this Order) of the Receiving Party (1) to whom
17 disclosure is reasonably necessary for this litigation, (2) who have signed the
18 “Acknowledgment and Agreement to Be Bound” (Exhibit A), and (3) as to whom the
19 procedures set forth in paragraph 7.4(a), below, have been followed;

20 (c) the court and its personnel;

21 (d) court reporters and their staff, professional jury or trial consultants,
22 and Professional Vendors to whom disclosure is reasonably necessary for this
23 litigation and who have signed the “Acknowledgment and Agreement to Be Bound”
24 (Exhibit A); and

25 (e) during their depositions, witnesses in the action to whom disclosure is
26 reasonably necessary and who have signed the “Acknowledgment and Agreement to
27 Be Bound” (Exhibit A), unless otherwise agreed by the Designating Party or ordered
28 by the court. Pages of transcribed deposition testimony or exhibits to depositions that

1 reveal Protected Material must be separately bound by the court reporter and may not
2 be disclosed to anyone except as permitted under this Stipulated Protective Order;

3 (f) the author or recipient of a document containing the information or a
4 custodian or other person who otherwise possessed or knew the information.

5 Without the express prior written consent of the Defendant that produced
6 the Protected Material, no Defendant shall have access to “HIGHLY
7 CONFIDENTIAL – OUTSIDE ATTORNEYS’ EYES ONLY” Discovery Material
8 produced by another Defendant in this matter.

9 7.4 Procedures for Approving or Objecting to Disclosure of “HIGHLY
10 CONFIDENTIAL – ATTORNEYS’ EYES ONLY” Information or Items to Experts.

11 (a) Unless otherwise ordered by the court or agreed to in writing by the
12 Designating Party, a Party that seeks to disclose to an Expert (as defined in this Order)
13 any information or item that has been designated “HIGHLY CONFIDENTIAL –
14 ATTORNEYS’ EYES ONLY” pursuant to paragraph 7.3(b) first must make a written
15 request to the Designating Party that (1) identifies the general categories of “HIGHLY
16 CONFIDENTIAL – ATTORNEYS’ EYES ONLY” information that the Receiving
17 Party seeks permission to disclose to the Expert, (2) sets forth the full name of the
18 Expert and the city and state of his or her primary residence, (3) attaches a copy of the
19 Expert’s current resume, (4) identifies the Expert’s current employer(s), (5) identifies
20 each person or entity from whom the Expert has received compensation or funding for
21 work in his or her areas of expertise or to whom the expert has provided professional
22 services, including in connection with a litigation, at any time during the preceding
23 five years, and (6) identifies (by name and number of the case, filing date, and
24 location of court) any litigation in connection with which the Expert has offered
25 expert testimony, including through a declaration, report, or testimony at a deposition
26 or trial, during the preceding five years.

27 (b) A Party that makes a request and provides the information specified
28 in the preceding respective paragraphs may disclose the subject Protected Material to

1 the identified Expert unless, within 3 days of delivering the request, the Party receives
2 a written objection from the Designating Party. Any such objection must set forth in
3 detail the grounds on which it is based.

4 (c) A Party that receives a timely written objection must meet and confer
5 with the Designating Party in compliance with Local Rule 37-1 to try to resolve the
6 matter by agreement within seven days of the written objection. If no agreement is
7 reached, the Party seeking to make the disclosure to the Expert may proceed with
8 filing a motion pursuant to Local Rule 37-2.

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

13 **VIII. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED**
14 **IN OTHER LITIGATION**

15 If a Party is served with a subpoena or a court order issued in other
16 litigation that compels disclosure of any information or items designated in this action
17 as "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES
18 ONLY" that Party must:

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

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

25 (c) cooperate with respect to all reasonable procedures sought to be
26 pursued by the Designating Party whose Protected Material may be affected.

27 The Designating Party shall bear the burden and expense of seeking
28 protection in that court of its confidential material – and nothing in these provisions

1 should be construed as authorizing or encouraging a Receiving Party in this action to
2 disobey a lawful subpoena issued in another action.

3 **IX. A NON-PARTY'S PROTECTED MATERIAL SOUGHT TO BE**
4 **PRODUCED IN THIS LITIGATION**

5 (a) The terms of this Order are applicable to information produced by
6 a Non-Party in this action and designated as "CONFIDENTIAL" or "HIGHLY
7 CONFIDENTIAL – ATTORNEYS' EYES ONLY." Such information produced by
8 Non-Parties in connection with this litigation is protected by the remedies and relief
9 provided by this Order. Nothing in these provisions should be construed as
10 prohibiting a Non-Party from seeking additional protections.

11 (b) In the event that a Party is required, by a valid discovery request,
12 to produce a Non-Party's confidential information in its possession, and the Party is
13 subject to an agreement with the Non-Party not to produce the Non-Party's
14 confidential information, then the Party shall:

15 1. promptly notify in writing the Requesting Party and the Non-Party
16 that some or all of the information requested is subject to a confidentiality agreement
17 with a Non-Party;

18 2. promptly provide the Non-Party with a copy of the Stipulated
19 Protective Order in this litigation, the relevant discovery request(s), and a reasonably
20 specific description of the information requested; and

21 3. make the information requested available for inspection by the
22 Non-Party.

23 (c) If the Non-Party fails to object or seek a protective order from this
24 court within 14 days of receiving the notice and accompanying information, the
25 Receiving Party may produce the Non-Party's confidential information responsive to
26 the discovery request. If the Non-Party timely seeks a protective order, the Receiving
27 Party shall not produce any information in its possession or control that is subject to
28 the confidentiality agreement with the Non-Party before a determination by the court.

1 Absent a court order to the contrary, the Non-Party shall bear the burden and expense
2 of seeking protection in this court of its Protected Material.

3 **X. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

4 If a Receiving Party learns that, by inadvertence or otherwise, it has
5 disclosed Protected Material to any person or in any circumstance not authorized
6 under this Stipulated Protective Order, the Receiving Party must immediately (a)
7 notify in writing the Designating Party of the unauthorized disclosures, (b) use its best
8 efforts to retrieve all unauthorized copies of the Protected Material, (c) inform the
9 person or persons to whom unauthorized disclosures were made of all the terms of this
10 Order, and (d) request such person or persons to execute the “Acknowledgment and
11 Agreement to Be Bound” that is attached hereto as Exhibit A.

12 **XI. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE**
13 **PROTECTED MATERIAL**

14 When a Producing Party gives notice to Receiving Parties that certain
15 inadvertently produced material is subject to a claim of privilege or other protection,
16 the obligations of the Receiving Parties are those set forth in Federal Rule of Civil
17 Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure
18 may be established in an e-discovery order that provides for production without prior
19 privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the
20 parties reach an agreement on the effect of disclosure of a communication or
21 information covered by the attorney-client privilege or work product protection, the
22 parties may incorporate their agreement in the stipulated protective order submitted to
23 the court if the Court permits.

24 **XII. MISCELLANEOUS**

25 12.1 Right to Further Relief. Nothing in this Order abridges the right of
26 any person to seek its modification by the court in the future.

27 12.2 Right to Assert Other Objections. By stipulating to the entry of
28 this Protective Order no Party waives any right it otherwise would have to object to

1 disclosing or producing any information or item on any ground not addressed in this
2 Stipulated Protective Order. Similarly, no Party waives any right to object on any
3 ground to use in evidence of any of the material covered by this Protective Order.

4 12.3 Filing Protected Material. In accordance with Local Rule 79-5.1,
5 if any papers to be filed with the Court contain information and/or documents that
6 have been designated as “Confidential” or “Highly Confidential—Attorney’s Eyes
7 Only,” the proposed filing shall be accompanied by an application to file the papers or
8 the portion thereof containing the designated information or documents (if such
9 portions is segregable) under seal; and the application shall be directed to the judge to
10 whom the papers are directed. For motions, the parties shall publically file a redacted
11 version of the motion and supporting papers.

12 **XIII. FINAL DISPOSITION**

13 Within 60 days after the final disposition of this action, as defined in
14 Section 4 (DURATION), each Receiving Party must return all Protected Material to
15 the Producing Party or destroy such material. As used in this subdivision, “all
16 Protected Material” includes all copies, abstracts, compilations, summaries, and any
17 other format reproducing or capturing any of the Protected Material. Whether the
18 Protected Material is returned or destroyed, the Receiving Party must submit a written
19 certification to the Producing Party (and, if not the same person or entity, to the
20 Designating Party) by the 60-day deadline that (1) identifies (by category, where
21 appropriate) all the Protected Material that was returned or destroyed and (2) affirms
22 that the Receiving Party has not retained any copies, abstracts, compilations,
23 summaries or any other format reproducing or capturing any of the Protected Material.
24 Notwithstanding this provision, Counsel are entitled to retain an archival copy of all
25 pleadings, motion papers, trial, deposition, and hearing transcripts, legal memoranda,
26 correspondence, deposition and trial exhibits, expert reports, attorney work product,
27 and consultant and expert work product, even if such materials contain Protected
28 Material. Any such archival copies that contain or constitute Protected Material

1 remain subject to this Protective Order as set forth in Section 4 (DURATION).

2

3 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

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5

6 DATED: October 1, 2013

H. H. (SHASHI) KEWALRAMANI
**LEE, JORGENSEN, PYLE
& KEWALRAMANI, PC**

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/s/ H.H. (Shashi) Kewalramani

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H.H. (Shashi) Kewalramani

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Local Counsel for Plaintiff
Gordium Innovations, LLC

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12 DATED: October 1, 2013

BRIAN H. VANDERZANDEN
M. BRETT JOHNSON
FARNEY DANIELS PC

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14

/s/ Brian H. Vanderzanden

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Brian H. Vanderzanden

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Local Counsel for Plaintiff
Gordium Innovations, LLC

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DATED: October 1, 2013 HENRY C. WANG
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PURSUANT TO STIPULATION, IT IS SO ORDERED.



DATED: _October 04, 2013_

Honorable JEAN P. ROSENBLUTH
United States Magistrate Judge