

Exhibit B

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UNITED STATES DISTRICT COURT

NORTHERN DISTRICT OF CALIFORNIA

Plaintiff,
v.
Defendant.

Case No. ~~C~~

~~STIPULATED PROTECTIVE ORDER FOR
LITIGATION INVOLVING PATENTS,
HIGHLY SENSITIVE CONFIDENTIAL
INFORMATION AND/OR TRADE SECRETS~~

LYFT, INC.,

Case No. 5:21-cv-04653-BLF

Plaintiff,

v.

STIPULATED PROTECTIVE ORDER

AGIS SOFTWARE DEVELOPMENT LLC,

Defendant.

1. PURPOSES AND LIMITATIONS

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

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2. DEFINITIONS

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

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

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

~~2.4 — [Optional: Designated House Counsel: House Counsel who seek access to “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” information in this matter.]~~

~~2.5~~ 2.4 Designating Party: a Party or Non-Party that designates information or items that it produces in disclosures or in responses to discovery as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” ~~[Optional: or “HIGHLY CONFIDENTIAL – SOURCE CODE”].~~

2.65 Disclosure or Discovery Material: all items or information, regardless of the medium or manner in which it is generated, stored, or maintained (including, among other things, testimony, transcripts, and tangible things), that are produced or generated in disclosures or responses to discovery in this matter.

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

2.87 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” Information or Items: extremely sensitive “Confidential Information or Items,” disclosure of which to another Party or Non-Party would create a substantial risk of serious harm that could not be avoided by less restrictive means.

2.9 — ~~[Optional: 8~~ “HIGHLY CONFIDENTIAL – SOURCE CODE” Information or Items: extremely sensitive “Confidential Information or Items” representing computer code and associated comments and revision histories, ~~or~~ formulas, ~~engineering specifications, or schematics~~ that define or otherwise describe in detail the algorithms or structure of software ~~or hardware designs~~, disclosure of which

United States District Court
Northern District of California

1 to another Party or Non-Party would create a substantial risk of serious harm that could not be avoided by-
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3 ~~less restrictive means.~~

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5 less restrictive means.

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7 2.409 House Counsel: attorneys who are employees of a party to this action. House Counsel does
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9 not include Outside Counsel of Record or any other outside counsel.

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11 2.410 Non-Party: any natural person, partnership, corporation, association, or other legal entity
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13 not named as a Party to this action.

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15 2.421 Outside Counsel of Record: attorneys who are not employees of a party to this action but
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17 are retained to represent or advise a party to this action and have appeared in this action on behalf of that
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19 party or are affiliated with a law firm which has appeared on behalf of that party.

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21 2.432 Party: any party to this action, including all of its officers, directors, employees, consultants,
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23 retained experts, and Outside Counsel of Record (and their support staffs).

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25 2.443 Producing Party: a Party or Non-Party that produces Disclosure or Discovery Material in
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27 this action.

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

2.465 Protected Material: any Disclosure or Discovery Material that is designated as
“CONFIDENTIAL,” or as “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY.” ~~{Optional:}~~ or
as “HIGHLY CONFIDENTIAL – SOURCE CODE.”

2.476 Receiving Party: a Party that receives Disclosure or Discovery Material from a Producing
Party.

3. SCOPE

The protections conferred by this Stipulation and Order cover not only Protected Material (as defined above), but also (1) any information copied or extracted from Protected Material; (2) all copies, excerpts, summaries, or compilations of Protected Material; and (3) any testimony, conversations, or presentations by Parties or their Counsel that might reveal Protected Material. However, the protections conferred by this Stipulation and Order do not cover the following information: (a) any information that is in

1 the public domain at the time of disclosure to a Receiving Party or becomes part of the public domain after
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3 its disclosure to a Receiving Party as a result of publication not involving a violation of this Order, including
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5 becoming part of the public record through trial or otherwise; and (b) any information known to the
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7 Receiving Party prior to the disclosure or obtained by the Receiving Party after the disclosure from a source
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9 who obtained the information lawfully and under no obligation of confidentiality to the Designating Party.
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11 Any use of Protected Material at trial shall be governed by a separate agreement or order.
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13 4. DURATION
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15 Even after final disposition of this litigation, the confidentiality obligations imposed by this Order
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17 shall remain in effect until a Designating Party agrees otherwise in writing or a court order otherwise
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19 directs. Final disposition shall be deemed to be the later of (1) dismissal of all claims and defenses in this
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21 action, with or without prejudice; and (2) final judgment herein after the completion and exhaustion of all
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23 appeals, rehearings, remands, trials, or reviews of this action, including the time limits for filing any motions
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25 or applications for extension of time pursuant to applicable law.
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27 5. DESIGNATING PROTECTED MATERIAL
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5.1 Exercise of Restraint and Care in Designating Material for Protection. Each Party or Non-
Party that designates information or items for protection under this Order must take care to limit any such
designation to specific material that qualifies under the appropriate standards. To the extent it is practical to
do so, the Designating Party must designate for protection only those parts of material, documents, items, or
oral or written communications that qualify – so that other portions of the material, documents, items, or
communications for which protection is not warranted are not swept unjustifiably within the ambit of this
Order.

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

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

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