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Attorneys for Defendant AGIS SOFTWARE  
DEVELOPMENT LLC

15 UNITED STATES DISTRICT COURT  
16 NORTHERN DISTRICT OF CALIFORNIA  
17 OAKLAND DIVISION

19 ZTE (USA) INC.,

20 Plaintiff,

21 v.

22 AGIS SOFTWARE DEVELOPMENT LLC,

23 Defendants.

CASE NO. 4:18-cv-06185-HSG  
(Former Case No. 2:17-cv-00517-JRG)  
(E.D. Tex.)

**JOINT STIPULATION AND  
DISCOVERY ORDER**

1 Pursuant to Civil Local Rule 7-12 and the Court's Scheduling Order (Dkt. 63), the parties  
2 hereby agree to the terms of the following proposed discovery order and respectfully request that the  
3 Court enter the proposed order.  
4  
5

6 Upon the stipulation of the parties, the Court ORDERS as follows:

7 **1. Protective Orders.** The Court will enter the parties' Agreed Protective Order.

8 **2. Discovery Limitations.** The discovery in this case is limited to:

9 (a) Interrogatories: Each party may serve up to 25 interrogatories to the other party.

10 (b) Requests for Admission: Each party may serve up to 40 requests for admission to  
11 the other party. There is no limit on the number of requests for admission directed  
12 to the authentication of documents and things and/or whether a document  
13 qualifies as a printed publication under 35 U.S.C. § 102.

14 (c) Depositions of Parties, Third Parties, and Experts:

15 a. Each party may take up to 30 total hours of deposition testimony  
16 (inclusive of both 30(b)(1) and 30(b)(6) depositions) of the other party.

17 Depositions of experts and third parties do not count against these limits.

18 The parties agree that witnesses will be deposed at a location convenient  
19 for the witness (ordinarily the place of residence or employment), except  
20 that the parties will meet and confer and work together in good faith on the  
21 location of depositions should any party wish to conduct a deposition at an  
22 alternative location.

23 b. All individual depositions shall be limited to seven hours in accordance  
24 with the Federal Rules of Civil Procedure.

25 c. To the extent a Rule 30(b)(1) witness is designated as the corporate  
26 representative for one or more Rule 30(b)(6) topics, the witness shall be  
27 deposed in both capacities in a single deposition of seven hours (or, in the  
28 case of the named inventors, 10 hours total).

1 d. Depositions on written questions of custodians of business records for  
2 third parties shall not count against any of the deposition limits herein.

3 e. Each party is each limited to 4 testifying expert witnesses.

4 (d) Third Parties: Each party may take up to 30 hours of non-party deposition  
5 testimony. The parties agree to meet and confer in good faith in the event that a  
6 party seeks a reasonable enlargement of the agreed-upon hours of non-party  
7 deposition testimony based upon case developments after the date of this Order.

8 (e) Any party may later move to modify these limitations for good cause or by  
9 agreement.

10 **3. Proposed Stipulations by the Parties Regarding Discovery.** The parties stipulate to the  
11 following:

12 (a) The parties agree that they will serve each other with copies of any subpoena or  
13 deposition notice directed to a third-party. A party receiving documents from a third  
14 party will provide copies of those documents to each other party within 5 business  
15 days of receiving those documents. The parties agree to consult with each other  
16 before scheduling any third-party deposition and to provide at least 5 business days'  
17 notice of the selected court reporting agency to allow for the coordination of remote  
18 depositions, including the logistics of soft copy exhibits.

19 (b) The parties agree that, unless good cause is shown, the parties shall not be required to  
20 log any privileged documents created on or after June 21, 2017.

21 (c) The parties agree to accept service by email to all counsel of record for the party to be  
22 served.

23 (d) Pursuant to Federal Rule of Evidence 502(d), inadvertent production of materials  
24 covered by the attorney-client privilege or work-product protection is not a waiver in  
25 a pending case or any other federal or state proceeding. For example, the mere  
26 production of privilege or work-product protected documents in this case as part of a  
27 mass production is not itself a waiver in this case or any other federal or state  
28 proceeding. A producing party may assert privilege or protection over inadvertently

1 produced documents within a reasonable time after becoming aware of the  
2 inadvertent production by notifying the receiving party of the assertion of privilege or  
3 protection in writing. In case of inadvertent production, at the producing party's  
4 request, the receiving party shall immediately return or destroy the inadvertently  
5 produced materials. Each producing party will provide a privilege log  
6

7 Dated: May 13, 2019

Respectfully submitted,

8 /s/ Michael Liu Su

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28 Attorneys for Plaintiff

ZTE (USA) Inc.

Dated: May 13, 2019

Respectfully submitted,

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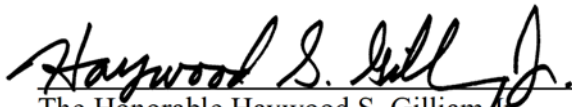
**ATTESTATION**

I, Michael Liu Su, hereby attest that concurrence in the filing of this document has been obtained from each of the other Signatories indicated by a confirmed signature (/s/) within this e-filed document.

/s/ Michael Liu Su  
Michael Liu Su

**PURSUANT TO STIPULATION, IT IS SO ORDERED,**

Dated: May 14, 2019

  
The Honorable Haywood S. Gilliam Jr.  
U.S. District Court Judge  
Northern District of California