

**UNITED STATES DISTRICT COURT  
DISTRICT OF KANSAS**

LOGANTREE LP,

Plaintiff,

vs.

GARMIN INTERNATIONAL, INC. and  
GARMIN USA, INC.,

Defendants.

Case No. 6:17-cv-01217-EFM-ADM

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**STIPULATION OF THE PARTIES**

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THE PARTIES AGREE AND STIPULATE TO THE FOLLOWING:

1. The parties shall apply temporary procedures during the present COVID-19 pandemic to facilitate remote source code review.

2. Garmin International, Inc. and Garmin USA, Inc. (“Garmin”) will make arrangements to allow remote source code review via a Citrix application installed on a secured laptop during the normal business hours of 9:00 a.m. to 5:00 p.m. Central Time, on dates mutually agreeable to the parties not to extend beyond the current deadline for fact discovery of May 18, 2021. The parties agree that the mutually agreed upon dates will be no fewer than five business days from the date on which the selected dates are agreed upon.

3. To help mitigate security concerns, LoganTree LP (“LoganTree”) agrees that no personnel from LoganTree and/or LoganTree’s counsel or support staff will allow viewing of the source code by anyone not permitted to do so under the Protective Order (Dkt. 51) or will attempt to transfer, copy, or screen capture any of the source code, or otherwise make improper use of the remote review. Garmin will make remote review available via a Citrix application installed on a

secured laptop provided by Garmin after signed, written certifications are provided by LoganTree's counsel and each individual involved in remote review that they: i) will not allow viewing of the source code by anyone not permitted to do so under the Protective Order (Dkt. 51), ii) will maintain an active Zoom video session (excluding audio) at all times during the remote review to allow Garmin and/or Garmin's counsel or support staff to verify the identity of the reviewer, maintain a record of who has reviewed the source code and when said review has occurred, and monitor or watch said reviewer at all times during the remote review, and iii) will not attempt to transfer, copy, or screen capture any of the source code, or otherwise make improper use of the remote review.

4. Any violation of such certifications made pursuant to paragraph 3 above shall constitute a violation of the Protective Order (Dkt. 51).

5. The remote source code review will be otherwise governed by the Protective Order (Dkt. 51), subject to the modifications set forth herein as necessary to facilitate remote review.

6. The parties shall have the right to revisit the propriety and need for this stipulation and for remote source code review as the circumstances surrounding the COVID-19 pandemic continue to evolve.

IT IS SO STIPULATED.

FOR DEFENDANTS GARMIN INTERNATIONAL, INC. and GARMIN USA, INC.:

DATED: May 4, 2021

Respectfully submitted,

/s/ Megan J. Redmond

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*Attorneys for Defendants Garmin International,  
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### **CERTIFICATE OF SERVICE**

I hereby certify that on May 4, 2021, a true and correct copy of the foregoing document was filed with the Clerk of the Court using CM/ECF and that all counsel of record who are deemed to have consented to electronic service are being served with a copy of this document via the Court's CM/ECF system accordingly.

By: /s/ Megan J. Redmond

Megan J. Redmond