

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF TEXAS
WACO DIVISION

PARKERVISION, INC.,

Plaintiff,

v.

LG ELECTRONICS, INC.,

Defendant.

Civil Action No. 6:21-cv-00520-ADA

TO THE APPROPRIATE JUDICIAL AUTHORITY OF TAIWAN:

The United States District Court for the Western District of Texas presents its compliments to the Appropriate Judicial Authority of Taiwan, and requests judicial assistance to obtain evidence to be used in a civil proceeding before this Court in the above-captioned matters.

I. Request.

The Court respectfully requests that the Appropriate Judicial Authority of Taiwan compel production of documents and testimony of a representative or representatives from the following corporate entity:

Realtek Semiconductor Corp.
No. 2, Innovation Road II,
Hsinchu Science Park,
Hsinchu 300, Taiwan

Specifically, the Court requests Realtek Semiconductor Corp. (“Realtek”) to produce the documents and things set forth in Attachment A to this Request and

thereafter produce a witness or witnesses to testify regarding the deposition topics set forth in Attachment B. The Court requests the witness to be placed under oath, subject to questioning by counsel for the parties to the above-captioned matters, and that a verbatim transcript of the testimony be taken.

The Court understands that the documents and information requested may be of a confidential nature. As such, there is a Protective Order in this case to protect the confidentiality of any documents produced. A copy of the Protective Order is appended as Attachment C.

If service cannot be effected at the address indicated above, this Court respectfully requests judicial assistance to effect service by any means permitted under Taiwanese law.

This Court further requests that the executed Letters Rogatory and any evidence produced in response be sent by international courier and through a secure FTP link via email directly to counsel for the Requesting Party, ParkerVision, Inc. ("ParkerVision"), at the following mailing and email addresses:

Ronald M. Daignault
Daignault Iyer LLP
8618 Westwood Center Drive - Suite 105
Vienna, VA 22182
rdaignault@daignaultiyer.com

with copies to:
Chandran B. Iyer at cbiyer@daignaultiyer.com
and Cathy Pampinella at cpampinella@daignaultiyer.com.

II. Facts.

Plaintiff ParkerVision filed a lawsuit against Defendant LG Electronics, Inc. (“LGE”) in the United States District Court for the Western District of Texas. ParkerVision seeks a judgment that LGE infringes U.S. Patent Nos. 6,049,706; 6,266,518; 6,580,902; 7,110,444; 7,292,835; 8,588,725; 8,660,513; 9,118,528; 9,246,736 and 9,444,673 (the “Asserted Patents”). The technology described and claimed in the Asserted Patents relates to, among other things, integrated circuit chips used for wi-fi, Bluetooth and cellular communications. ParkerVision alleges that LGE televisions, and other products, use integrated circuit chips that Realtek manufactures and sells to LGE either directly or through third parties and that these chips read on claims in the Asserted Patents (“Realtek Chips”). ParkerVision seeks an award of damages from LGE to compensate ParkerVision for LGE’s use of the Realtek Chips in its products and alleged patent infringement.

In response to ParkerVision’s infringement claims, LGE has asserted defenses that include noninfringement and patent invalidity. The documents requested in Attachment A provide circuit-level detail of the accused chips used in LGE’s accused products, technical information regarding the Realtek Chips that Realtek has sold or otherwise provided to LGE directly or through a third party, the agreements between Realtek and LGE and other third parties relating to the Realtek Chips, and the marketing and sale of the Realtek Chips. The deposition topics recited in Attachment B relate to the documents requested in Attachment A, as described generally above, and the authentication and business-record nature of the requested documents. The

requested documents and deposition testimony are therefore important to ParkerVision's ability to demonstrate LGE's infringement of the Asserted Patents and to properly and fully respond to LGE's defenses.

III. Offer of Reciprocal Assistance.

The United States District Court for the Western District of Texas is willing to provide similar assistance to the Appropriate Judicial Authority of Taiwan. See 28 U.S.C. § 1782.

IV. Reimbursement for Costs.

This Court, through Plaintiff ParkerVision, is willing to reimburse the Appropriate Judicial Authority of Taiwan for costs and expenses incurred in executing these Letters Rogatory.

DATED this ____ day of _____, 2022. Respectfully Requested,

The Honorable Alan D Albright
United States District Judge
for the Western District of Texas
800 Franklin Avenue
Waco, Texas 76701
United States of America
Tel.: +1 (254) 750-1519

(SEAL OF THE COURT)

ATTACHMENT A

DEFINITIONS

As used in herein, the following terms shall have the following meanings:

1. “And” and “or” shall have both the conjunctive and disjunctive meaning and shall be construed to include, rather than exclude material from the scope of the request.
2. “Any” or “each” shall be construed to encompass “all.” “Any” includes both “any” and “every.” “All” shall be construed to include and encompass “any.”
3. “Concerning,” “referring to,” or “relating to” means pertaining to, mentioning, commenting on, connected with, discussing, describing, analyzing, explaining, showing, reflecting, dealing with, comprising, consisting of, containing, constituting, referring to, resulting from, or recording a particular subject in whole or in part and either directly or indirectly.
4. “Communication” means the transmittal of information.
5. “Component Provider” means any entity that manufactures, sells, offers for sale, and/or provides any module, component or part containing a Realtek Chip where such module, component or part is incorporated into, intended to be incorporated into, or used in any LGE Products.
6. “Control” shall mean actual and constructive control, custody, knowledge, and/or possession by any one or a combination of the following persons:
 - a. Realtek;

b. Any corporation or other entity controlled by, directed by, or affiliated with Realtek;

c. Any officer, principal, director, trustee, employee, staff member, agent, joint venturer, partner, accountant, consultant, advisor, investigator, or any other representative of Realtek;

d. Any officer, principal, director, trustee, employee, staff member, agent, joint venturer, partner, accountant, consultant, advisor, investigator, or any other representative belonging to a corporation or other entity controlled by, directed by, or affiliated with Realtek;

e. Counsel for Realtek; and

f. Counsel for any corporation or other entity controlled by, directed by, or affiliated with Realtek.

7. "Document" is used in a comprehensive sense as set forth in Rule 34(a) of the Federal Rules of Civil Procedure, including without limitation, electronic or computerized data compilations. A draft or non-identical copy is a separate document within the meaning of this term.

8. "Realtek" means Realtek Semiconductor Corp. and (a) any of its present or former divisions, departments, businesses, subsidiaries, or other organization or operational units; (b) all predecessor, successor, or assignee entities; (c) all present or former member companies, corporations, partnerships, associations, or other business entities; and (d) present or former officers, directors, employees, agents, consultants,

accountants, attorneys (including in-house and outside counsel), or other representatives (in their individual or representative capacities).

9. “Realtek Chip(s)” means any and all receiver, transmitter and/or transceiver integrated circuits, and/or components/modules containing or incorporating any and all receiver, transmitter and/or transceiver integrated circuits that (a) Realtek has sold to LGE from 2014 to the present including, but not limited to, the Realtek RTL8812; or (b) Realtek has sold to a Component Provider or any other third party from 2015 to the present and that is incorporated into, intended to be incorporated into, or used in any LGE Products including, but not limited to, the Realtek RTL8812.

10. “LGE Products” means any product that LGE has made, used, sold, imported in/into the United States and/or offered for sale, including but not limited to modules, LGE-branded televisions, Sharp-branded televisions, or televisions sold under any other brand that incorporate and use Realtek Chip(s).

11. “ParkerVision” or “Plaintiff” means ParkerVision, Inc. and any parents, divisions, subsidiaries, and affiliates, or any present or former officers, directors, employees, agents, consultants, or other representatives thereof.

12. “Patents-in-suit” mean U.S. Patent Nos. 6,049,706; 6,266,518; 6,580,902; 7,110,444; 7,292,835; 8,588,725; 8,660,513; 9,118,528; 9,246,736 and 9,444,673.

INSTRUCTIONS

The following instructions are applicable to terms in each discovery request unless otherwise explicitly stated:

1. In producing the documents and things requested, you shall furnish all documents and things known or available to you within your possession, custody, or control, including all documents and things in possession, custody, or control of your attorneys, as well as anyone acting on your behalf.

2. These Requests extend to all things within your actual or constructive possession, custody or control, or the possession, custody, or control of those acting at your direction or on your behalf.

3. All documents produced in response to a discovery request should be produced in their full and complete form, including all their original unredacted material. If an English language version or translation of non-English documents or business records exists, both the non-English documents or business records and the English language version or translation should be produced.

4. If any documents are withheld on the basis of any claim of privilege or immunity from discovery, please produce a log of such documents with enough detail to assess the claim, including without limitation:

- a. the reasons the document is not being produced. If the document is withheld on the basis of privilege, identify the nature of the privilege (including work product);
- b. the general nature of the document or communication (memorandum, pamphlet, report, etc.);
- c. the general subject matter of the document or communication;
- d. the date of the document or communication;
- e. the identity of each person involved in preparation of the document or communication;

- f. the identity of each person who signed the document or communication;
- g. the identity of each person designated as an addressee;
- h. the identity of each person designated to receive a copy of the document or communication;
- i. the date and manner of distribution or publication of the original and each copy of the document;
- j. the identity of each person who received the original of the document;
- k. the identity of each person who received a copy of the document; and
- l. the present location of the document and the files within which the document was found.

5. If the meaning of any term in these Requests is unclear, you should assume a reasonable meaning, state what the assumed meaning is, and produce documents based on that assumed meaning.

6. If any requested document is known or believed to have existed and cannot now be located or has been destroyed or discarded, identify the document by:

- a. nature (e.g., letter, memorandum, email, invoice);
- b. subject matter;
- c. number of pages;
- d. title, file name, and any identifying code or file number;
- e. date of creation;
- f. date of transmittal;
- g. author(s) and/or last known custodian of the document;
- h. actual and intended recipient(s);
- i. the identity of each person who actually read the original or a copy of the document (to the extent that the identity can be ascertained from the original or any copy);

- j. the date, manner, and reason for the document's loss or destruction;
 - k. the persons authorizing, responsible for, and participating in the document's loss or destruction; and
 - l. the efforts made to locate such document.
7. Each Request shall be answered separately, and you shall indicate for each

answer the Request to which they respond.

REQUESTS FOR PRODUCTION

REQUEST FOR PRODUCTION NO. 1.

Documents sufficient to show the design, layout, architecture, configuration, operation, manufacture, and/or implementation of each Realtek Chip, including without limitation, (1) the system architecture and design of each Realtek Chip, (2) any and all design guidelines and specifications, including without limitation, guidelines and specifications that Realtek or a third party acting on Realtek's behalf provided to LGE relating to a Realtek Chip, (3) the correlation between each Realtek Chip code name(s) and model number(s) of each LGE Product, (4) any and all operating bands and operating modes of each LGE Product, (5) the foundry used to make each Realtek Chip, (6) any and all process nodes for each Realtek Chip, (7) any and all register settings for each of the operating bands and operating modes of each LGE Product, (8) any and all components values including, without limitation, the values of any and all capacitors and resistors, (9) chip top including, without limitation, all internal and external labels/names of connections, and (10) any and all configurations of, modifications to, and/or changes to the Realtek Chip that resulted in the reduction and/or elimination of components

(including, without limitation, pads, connections, SAW filters and/or BAW filters) on and off chip.

REQUEST FOR PRODUCTION NO. 2.

All schematics for each of the Realtek Chips.

REQUEST FOR PRODUCTION NO. 3.

Any and all documents related to (1) research and development and (2) design review of each Realtek Chip.

REQUEST FOR PRODUCTION NO. 4.

For each Realtek Chip, documents sufficient to show (1) design document hierarchy and (2) the hierarchy of schematics with library name and cell name for each cell.

REQUEST FOR PRODUCTION NO. 5.

All documents related to product roadmaps for each Realtek Chip and/or Realtek products incorporating Realtek Chips.

REQUEST FOR PRODUCTION NO. 6.

Any and all documents relating to whether a Realtek Chip for use in an LGE Product can be used with, and/or is compatible with, wireless technologies and/or standards (including, but not limited to Bluetooth and 802.11) in the United States.

REQUEST FOR PRODUCTION NO. 7.

Any and all documents relating to the testing of each Realtek Chip incorporated into each LGE Product.

REQUEST FOR PRODUCTION NO. 8.

Documents sufficient to identify each and every model of Realtek Chip that LGE has purchased from Realtek and/or from any third party for use in a LGE Product.

REQUEST FOR PRODUCTION NO. 9.

Documents sufficient to identify any and all LGE Products incorporating a Realtek Chip.

REQUEST FOR PRODUCTION NO. 10.

Any and all documents related to the marketing of the Realtek Chips and/or Realtek products incorporating Realtek Chips.

REQUEST FOR PRODUCTION NO. 11.

Regarding any Realtek Chip and/or LGE Products incorporating Realtek Chips, any and all communications between Realtek and LGE regarding the design, layout, architecture, configuration, operation, manufacture, implementation, research, development, specifications, guidelines, requirements, features, testing, operating bands, operating modes, component values, and register settings for each of the operating bands and operating modes.

REQUEST FOR PRODUCTION NO. 12.

All agreements (1) between Realtek and LGE relating to any Realtek Chip and/or any LGE Product; (2) between Realtek and any manufacturer of a Realtek Chip; (3) between Realtek and any manufacturer of a LGE Product containing a Realtek Chip (4) between Realtek and any Component Provider, and/or (5) between Realtek and any third party providing Realtek Chips directly or indirectly to a Component Provider.

REQUEST FOR PRODUCTION NO. 13.

Any and all reseller agreements relating to each Realtek Chip and/or Realtek products incorporating Realtek Chips.

REQUEST FOR PRODUCTION NO. 14.

From 2013 to the present, documents sufficient to show on a quarterly basis (1) the total unit number of Realtek Chips sold or provided to LGE or a Component Provider (or any third party providing Realtek Chips directly or indirectly to a Component Provider) and the unit price for each such Realtek Chip, and (2) with regard to (1), the identity of the entity to which Realtek Chips were sold, offered for sale, provided or delivered and the location where (and entity to which) such Realtek Chips were delivered.

REQUEST FOR PRODUCTION NO. 15.

Any and all documents referencing ParkerVision or any ParkerVision patents (including, without limitation, the Patents-in-suit) or any code name or identifier for ParkerVision including, without limitation, any and all documents relating to any effort(s) or attempt(s) to (1) design, redesign, or modify any Realtek Chips and/or Realtek products incorporating Realtek Chips in view of any ParkerVision patents (including, without limitation, the Patents-in-suit) and/or (2) design around any ParkerVision patents (including, without limitation, the Patents-in-suit).

ATTACHMENT B

DEFINITIONS

As used in herein, the following terms shall have the following meanings:

1. “And” and “or” shall have both the conjunctive and disjunctive meaning and shall be construed to include, rather than exclude material from the scope of the request.
2. “Any” or “each” shall be construed to encompass “all.” “Any” includes both “any” and “every.” “All” shall be construed to include and encompass “any.”
3. “Concerning,” “referring to,” or “relating to” means pertaining to, mentioning, commenting on, connected with, discussing, describing, analyzing, explaining, showing, reflecting, dealing with, comprising, consisting of, containing, constituting, referring to, resulting from, or recording a particular subject in whole or in part and either directly or indirectly.
4. “Communication” means the transmittal of information.
5. “Component Provider” means any entity that manufactures, sells, offers for sale, and/or provides any module, component or part containing a Realtek Chip where such module, component or part is incorporated into, intended to be incorporated into, or used in any LGE Products.
6. “Control” shall mean actual and constructive control, custody, knowledge, and/or possession by any one or a combination of the following persons:
 - a. Realtek;
 - b. Any corporation or other entity controlled by, directed by, or

affiliated with Realtek;

c. Any officer, principal, director, trustee, employee, staff member, agent, joint venturer, partner, accountant, consultant, advisor, investigator, or any other representative of Realtek;

d. Any officer, principal, director, trustee, employee, staff member, agent, joint venturer, partner, accountant, consultant, advisor, investigator, or any other representative belonging to a corporation or other entity controlled by, directed by, or affiliated with Realtek;

e. Counsel for Realtek; and

f. Counsel for any corporation or other entity controlled by, directed by, or affiliated with Realtek.

7. "Document" is used in a comprehensive sense as set forth in Rule 34(a) of the Federal Rules of Civil Procedure, including without limitation, electronic or computerized data compilations. A draft or non-identical copy is a separate document within the meaning of this term.

8. "Realtek" means Realtek Semiconductor Corp. and (a) any of its present or former divisions, departments, businesses, subsidiaries, or other organization or operational units; (b) all predecessor, successor, or assignee entities; (c) all present or former member companies, corporations, partnerships, associations, or other business entities; and (d) present or former officers, directors, employees, agents, consultants, accountants, attorneys (including in-house and outside counsel), or other representatives (in their individual or representative capacities).

9. “Realtek Chip(s)” means any and all receiver, transmitter and/or transceiver integrated circuits, and/or components/modules containing or incorporating any and all receiver, transmitter and/or transceiver integrated circuits that (a) Realtek has sold to LGE from 2014 to the present including, but not limited to, the Realtek RTL8812; or (b) Realtek has sold to a Component Provider or any other third party from 2015 to the present and that is incorporated into, intended to be incorporated into, or used in any LGE Products including, but not limited to, the Realtek RTL8812.

10. “LGE Products” means any product that LGE has made, used, sold, imported in/into the United States and/or offered for sale, including but not limited to modules, LGE-branded televisions, Sharp-branded televisions, or televisions sold under any other brand that incorporate and use Realtek Chip(s).

11. “ParkerVision” or “Plaintiff” means ParkerVision, Inc. and any parents, divisions, subsidiaries, and affiliates, or any present or former officers, directors, employees, agents, consultants, or other representatives thereof.

12. “Patents-in-suit” mean U.S. Patent Nos. 6,049,706; 6,266,518; 6,580,902; 7,110,444; 7,292,835; 8,588,725; 8,660,513; 9,118,528; 9,246,736 and 9,444,673.

TOPICS FOR DEPOSITION

You are required to provide one or more individuals who are knowledge and competent to provide testimony about the following topics:

Topic No. 1.

The design, layout, architecture, configuration, operation, manufacture, and/or

implementation of each Realtek Chip including, without limitation, (1) system architecture and design, (2) any and all design guidelines and specifications including, without limitation, guidelines and specifications that Realtek made or makes available to any third party including, without limitation, LGE, (3) correspondence between Realtek Chip code name(s) and model number(s), (4) any and all operating bands and operating modes, (5) the foundry used to make the Realtek Chip, (6) any and all process nodes for the Realtek Chip, (7) any and all register settings for each of the operating bands and operating modes, (8) any and all components values including, without limitation, the values of any and all capacitors and resistors, (9) chip top including, without limitation, all internal and external labels/names of connections, and (10) any and all configurations of, modifications to, and/or changes to the Realtek Chip that resulted in the reduction and/or elimination of components (including, without limitation, pads, connections, SAW filters and/or BAW filters) on and off chip.

Topic No. 2.

All schematics for each of the Realtek Chips.

Topic No. 3.

For each Realtek Chip, documents sufficient to show (1) design document hierarchy and (2) the hierarchy of schematics with library name and cell name for each cell.

Topic No. 4.

The research and development, and design review of each Realtek Chip.

Topic No. 5.

The testing of each Realtek Chip incorporated into each LGE Product.

Topic No. 6.

Marketing of the Realtek Chips and/or Realtek products incorporating Realtek Chips.

Topic No. 7.

The identification of each and every model of Realtek Chip that LGE has purchased from Realtek and/or from any third party for use in a LGE Product.

Topic No. 8.

Communications between Realtek and LGE regarding the design, layout, architecture, configuration, operation, manufacture, implementation, research, development, specifications, guidelines, requirements, features, testing, operating bands, operating modes, component values, and register settings for each of the operating bands and operating modes.

Topic No. 9.

All agreements (1) between Realtek and LGE relating to any Realtek Chip and/or any LGE Product; (2) between Realtek and any manufacturer of a Realtek Chip; (3) between Realtek and any manufacturer of an LGE Product containing a Realtek Chip; (4) between Realtek and any Component Provider; and/or (5) between Realtek and any third party providing Realtek Chips directly or indirectly to a Component Provider.

Topic No. 10.

From 2014 to the present, (1) the total unit number of Realtek Chips sold or provided to LGE or a Component Provider (or any third party providing Realtek Chips directly or indirectly to a Component Provider) and the unit price for each such Realtek Chip, and (2) with regard to (1), the identity of the entity to which Realtek Chips were

sold, offered for sale, provided or delivered and the location where (and entity to which) such Realtek Chips were delivered.

Topic No. 11.

Any effort(s) or attempt(s) to (1) design, redesign, or modify any Realtek Chips and/or Realtek products incorporating Realtek Chips in view of any ParkerVision patents (including, without limitation, the Patents-in-suit) and/or (2) design around any ParkerVision patents (including, without limitation, the Patents-in-suit).

Topic No. 12.

The authentication and business-record nature of the documents Realtek produced in response to ParkerVision's document subpoena.

ATTACHMENT C

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 Party² to whom the Party reasonably believes it owes an obligation of confidentiality with respect to such document, information, or material (“Protected Material”). 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,” “CONFIDENTIAL - ATTORNEYS’ EYES ONLY,” “CONFIDENTIAL - OUTSIDE ATTORNEYS’ EYES ONLY,” or “CONFIDENTIAL - SOURCE CODE” (“DESIGNATED MATERIAL”).³ The designation shall be placed clearly on each page of the Protected Material (except deposition and hearing transcripts) for which such protection is sought. For deposition and hearing transcripts, the designation shall be placed 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 as DESIGNATED MATERIAL.
2. Any document produced before issuance of this Order, including pursuant to the Court’s Order Governing Proceedings - Patent Case, with the designation “Confidential” or the

² Nothing in this Protective Order obligates a Party to produce confidential documents, information, or materials in violation of a legal or contractual obligation of nondisclosure to a Third Party. The parties agree to use best efforts to obtain consent to produce Third Party materials subject to a legal or contractual restriction.

³ The term DESIGNATED MATERIAL” is used throughout this Protective Order to refer to the class of Protected Material designated as “CONFIDENTIAL,” “CONFIDENTIAL - ATTORNEYS’ EYES ONLY,” “CONFIDENTIAL - OUTSIDE ATTORNEYS’ EYES ONLY,” or “CONFIDENTIAL - SOURCE CODE,” individually and collectively.

like, shall receive the same treatment as if designated “CONFIDENTIAL” under this order and any such documents produced with the designation “Confidential - Outside Attorneys’ Eyes Only” shall receive the same treatment as if designated “CONFIDENTIAL - OUTSIDE ATTORNEYS’ EYES ONLY” under this Order, unless and until such document is re-designated to have a different classification under this Order.

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

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 15 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) Up to and including three (3) designated representatives of each of the Parties to the extent reasonably necessary for the litigation of this Action, except that any Party may in good faith request the other Party’s consent to designate one or more additional representatives, the other Party shall not unreasonably withhold such consent, and the requesting Party may seek leave of Court to designate such additional representative(s) if the requesting Party believes the other Party has unreasonably withheld such consent.
 - (e) Outside consultants or experts retained for the purpose of this litigation, provided that: (1) such consultants or experts are not presently employed by the Parties or of an affiliate of a Party 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 a list of other cases in which the individual has provided a report or testified (at trial or deposition) and a list of companies that the individual has been employed by or provided consulting services pertaining to the field of the invention of the patent(s)-in-suit or the products accused of infringement within the last four years and a brief description of the subject matter of the consultancy or employment, at least seven (7) days before access to the Protected Material is to be given to that consultant or expert to 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 fourteen (14) days of receipt 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. No disclosure shall occur until all such objections are resolved by agreement or Court order.

- (f) Independent litigation support services, including persons working for or as court reporters, graphics or design services, jury or trial consulting services, and photocopy, document imaging, and database services retained by counsel and reasonably necessary to assist counsel with the litigation of this Action.
 - (g) The Court and its personnel.
6. A Party shall designate documents, information, or material as “CONFIDENTIAL” 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 “CONFIDENTIAL - ATTORNEYS’ EYES ONLY,” “CONFIDENTIAL – OUTSIDE 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 “CONFIDENTIAL - SOURCE CODE.”
9. For Protected Material designated CONFIDENTIAL - ATTORNEYS’ EYES ONLY, access to, and disclosure of, such Protected Material shall be limited to individuals listed in paragraphs 5(a–c) and (e–g); provided, however, that access by in-house counsel pursuant to paragraph 5(c) be limited to in-house counsel who exercise no competitive decision-making authority on behalf of the client.
10. For Protected Material designated CONFIDENTIAL - OUTSIDE ATTORNEYS’ EYES ONLY, access to, and disclosure of, such Protected Material shall be limited to individuals listed in paragraphs 5(a–b) and (e–g); provided, however, that the designating Party shall accommodate reasonable requests to provide summary information to in-house counsel designated pursuant to paragraph 5(c) who exercise no competitive decision-making authority on behalf of the client and reasonably require access to such information.
11. For Protected Material designated CONFIDENTIAL - SOURCE CODE, 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) through the close of expert discovery in this action. The stand-alone computer(s) may be connected to (i) a printer, or (ii) a device capable of temporarily storing electronic copies solely for the limited purposes permitted pursuant to paragraphs 11(j and m) below. Additionally, except as provided in paragraph 11(m) below, the stand-alone computer(s) may only be located at the offices of the producing Party’s outside counsel or its vendors. If restrictions to the offices of the producing Party’s outside counsel or its vendors in view of COVID make an inspection difficult, the parties will meet and confer in good faith to identify a reasonable alternative.

- (b) Prior to the first inspection of any requested Source Code Material, the receiving Party shall provide at least ten (10) business days’ notice of the Source Code Material that it wishes to inspect, but the receiving Party will work in good faith to provide earlier notice. Thereafter, the receiving Party shall provide reasonable written notice to the producing Party, which shall not be less than two (2) days. In the event a receiving Party intends to continue its review to the next business day, it shall provide written notice by 1:00 p.m. (local time at the review location). A list of names of persons who will view the Source Code Material will be provided to the producing Party in conjunction with any written (including email) notice requesting inspection.
- (c) Use or possession of any input/output device or other electronic device (e.g., USB memory stick, cameras or any camera-enabled device, CDs, floppy disk, portable hard drive, laptop, cellular telephones, PDA, smartphones, voice recorders, etc.) is prohibited while in the area containing the Source Code Computer(s). The receiving Party will not copy, remove, or otherwise transfer any portion of the Source Code Material from the Source Code Computer including, without limitation, copying, removing, or transferring any portion of the Source Code Material onto any other computers or peripheral equipment. The receiving Party will not transmit any portion of the Source Code Material in any way from the location of the Source Code inspection. All persons entering the room containing the Source Code Computer(s) must agree to submit to reasonable security measures to insure they are not carrying any prohibited items before they will be given access to the review room. The producing Party may visually monitor the activities of the receiving Party’s representative(s) during any Source Code review from outside of the Source Code review room, solely for the purpose of ensuring that there is no unauthorized recording, copying, or transmission of the Source Code Material and not for purposes of monitoring the specific Source Code Material that the receiving Party’s representative is reviewing.
- (d) The receiving Party shall make reasonable efforts to restrict its requests for such access to the stand-alone computer(s) to normal business hours, which for purposes of this paragraph shall be 9:00 a.m. through 6:00 p.m. 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 stand-alone computer(s) outside of normal business hours. 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 or its vendors shall not unreasonably hinder the receiving Party's ability to efficiently and effectively conduct the prosecution or defense of this Action.

- (e) The producing Party shall provide the receiving Party with information explaining how to start, log on to, and operate the stand-alone computer(s) in order to access the produced Source Code Material on the stand-alone computer(s).
- (f) The producing Party will produce Source Code Material in its original format on the stand-alone computer(s) as described above, and shall install software tools that are sufficient for viewing and searching the material on such stand-alone computer(s). The receiving Party's outside counsel and/or experts may request, agreement for which will not be unreasonably withheld, that commercially available software tools for viewing and searching Source Code Material be installed on the Source Code Computer(s). Fully and appropriately licensed copies of the software tools must be provided by the receiving Party at least five (5) business days prior to the inspection, but the receiving Party will work in good faith to provide earlier notice. The receiving Party must provide the Producing Party with the CD, DVD, thumb drive, or electronic file containing such licensed software tool(s) at least five (5) business days in advance of the date upon which the Receiving Party wishes to have the additional software tools available for use on the Source Code Computer(s).
- (g) Access to Source Code Material shall be limited to outside counsel and up to three (3) outside consultants or experts⁴ (*i.e.*, not existing employees or affiliates of a Party or an affiliate of a Party or competitor identified by the Producing Party with reasonable specificity) retained for the purpose of this litigation and approved to access such Protected Materials pursuant to paragraph 5(e) above. A receiving Party may include excerpts of Source Code Material in an exhibit to a pleading, expert report, or deposition transcript (collectively, "Source Code Exhibits"), provided that the Source Code Exhibits cite no more than thirty (30) contiguous lines of code, are 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.

⁴ 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, provided that such personnel helping in the analysis of Source Code Material shall be disclosed pursuant to Paragraph 5(e).

- (h) To the extent portions of Source Code Material are quoted in a Source Code Exhibit, either (1) the entire Source Code Exhibit will be stamped and treated as CONFIDENTIAL - SOURCE CODE or (2) those pages containing quoted Source Code Material will be separately stamped and treated as CONFIDENTIAL - SOURCE CODE.
- (i) Except as set forth in paragraph 11(g) above and 11(m) below, no electronic copies of Source Code Material shall be made without prior written consent of the producing Party, except as necessary to create documents that, pursuant to the Court's rules, procedures, and order, must be filed or served electronically. Any electronic copies of Source Code Material, including those stored in removable electronic media for the purposes of transport as set forth in paragraph 11(m), shall count towards the limitation on the number of copies set forth in paragraph 11(j).
- (j) The receiving Party shall be permitted to make a reasonable number of printouts, all of which shall be designated and clearly labeled "CONFIDENTIAL - SOURCE CODE." In no event may the receiving Party print any continuous block of Source Code that results in more than thirty-five (35) printed pages, or an aggregate total of more than 700 pages, for each producing Party's Source Code, during the duration of the case without prior written approval by the producing Party, and the producing Party shall not unreasonably withhold or delay such approval. The printed pages shall constitute part of the Source Code Material produced by the producing Party in this action. The receiving Party shall also be permitted to make a reasonable number of photocopies of Source Code Material printouts, which shall presumptively be limited to a total of five (5) copies, and the receiving Party shall maintain a log of all such files that are printed or photocopied. In lieu of making additional paper photocopies, the receiving Party shall be permitted to make a reasonable number of CD-ROMs, DVDs, or flash memory "sticks" that contain an electronic copy of the hard copy printouts and photocopies of Source Code Material, provided that the electronic copy stored on such CD-ROMs, DVDs, or flash memory "sticks" is adequately encrypted to prevent access by persons not authorized by this Protective Order to view Source Code Material. The receiving Party may provide these printouts, photocopies, CD-ROMs, DVDs, or flash memory "sticks" to individuals permitted to access Source Code Material, who may use such CD-ROMs, DVDs, or flash memory "sticks" solely for active review of the Source Code Material. These CD-ROMs, DVDs, or flash memory "sticks" shall be clearly labeled as "RESTRICTED CONFIDENTIAL SOURCE CODE." The receiving Party is also permitted to make temporary copies necessarily made in the production of these CD-ROMs, DVDs, or flash memory "sticks," provided any such copies are immediately deleted once the temporary copies are no longer required for the production of the CD-ROMs, DVDs, or flash memory "sticks."

- (k) Should such printouts or photocopies be permissibly transferred back to electronic media, such media shall be labeled “CONFIDENTIAL - SOURCE CODE” and shall continue to be treated as such.
 - (l) 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).
 - (m) A producing Party’s Source Code Material may only be transported by the receiving Party at the direction of a person authorized under paragraph 11(g) above to another person authorized under paragraph 11(g) above, on paper or removable electronic media (*e.g.*, a DVD, CD-ROM, or flash memory “stick”) 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.
12. Any attorney representing a Party, 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 CONFIDENTIAL - ATTORNEYS’ EYES ONLY, CONFIDENTIAL - OUTSIDE ATTORNEYS’ EYES ONLY, and/or 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 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 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. Nothing in this Order shall prevent a person with access to HIGHLY SENSITIVE MATERIAL from participating in a proceeding before the United States Patent and Trademark Office, *e.g.*, IPR or PGR, except for that person shall not participate—directly or indirectly—in the amendment of any claim(s).

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. Any Party that inadvertently or unintentionally produces documents, information, or other material it reasonably believes are protected under the attorney-client privilege, work product doctrine, or other privilege, doctrine, or immunity may obtain the return of such documents, information, or other material by promptly notifying the recipient(s) and providing a privilege log for the inadvertently or unintentionally produced documents, information, or other material. The recipient(s) shall gather and return all copies of such documents, information, or other material to the producing Party, except for any pages containing privileged or otherwise protected markings by the recipient(s), which pages shall instead be destroyed and certified as such to the producing Party.
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 paragraph 9 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.
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," "CONFIDENTIAL - ATTORNEYS' EYES

ONLY,” “CONFIDENTIAL - OUTSIDE ATTORNEYS’ EYES ONLY,” or “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 - OUTSIDE ATTORNEYS’ EYES ONLY.

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 DESIGNATED 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 re-designation 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 Rule 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 they are subject to the terms and conditions of this Order, and shall sign an acknowledgment that they have received a copy of, have read, and have 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 contend the discovery sought involves trade secrets, confidential business information, or other proprietary information, then such Third Parties may 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," "CONFIDENTIAL - ATTORNEYS' EYES ONLY," or "CONFIDENTIAL - OUTSIDE ATTORNEYS' EYES ONLY," and/or "CONFIDENTIAL - SOURCE CODE" any documents, information, or other material, in whole or in part, produced 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 - OUTSIDE ATTORNEYS’ EYES ONLY” 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 provisions for return or destruction of all DESIGNATED MATERIAL, outside counsel for a Party may retain one set of pleadings and exhibits thereto, Court filings and exhibits thereto, transcripts and exhibits thereto, written discovery, expert reports and exhibits thereto, correspondence, and attorney and outside consultant and expert work product (but not document productions) for archival purposes, but must destroy or redact any portions of pleadings, filings, transcripts or exhibits, written discovery, expert reports and exhibits thereto, correspondence, and outside consultant and expert work product that contain Source Code Material.
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, or 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 any Party shall not be deemed a publication of the documents, information, or 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.

SO ORDERED this 29th day of June, 2022.


ALAN D ALBRIGHT
UNITED STATES DISTRICT JUDGE

designated as “CONFIDENTIAL,” “CONFIDENTIAL - ATTORNEYS’ EYES ONLY,” “CONFIDENTIAL - OUTSIDE ATTORNEYS’ EYES ONLY,” or “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 _____