

**IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF TEXAS
WACO DIVISION**

DODOTS LICENSING SOLUTIONS LLC,

Plaintiff,

v.

SAMSUNG ELECTRONICS CO., LTD. ET
AL.,

Defendants.

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Case No. 6:22-cv-535-ADA

**SUPPLEMENTAL PROTECTIVE ORDER GOVERNING NON-PARTY
GOOGLE LLC’S CONFIDENTIAL BUSINESS INFORMATION**

WHEREAS, the Court entered a Protective Order to protect Party confidential business information in the above-referenced action on July 11, 2023 (Dkt. No. 91) (“Protective Order”); and

WHEREAS Non-Party Google LLC (“Google”) may produce confidential source code, and other documents in this action that include trade secrets, confidential business information, or other proprietary information belonging to Google (“Google Confidential Information”);

WHEREAS the Parties and Google seek certain additional protections governing the disclosure of such Google Confidential Information;

WHEREAS the Parties and Google have agreed to provisions in addition to those contained in the Protective Order to protect against misuse or disclosure of such Google Confidential Information in accordance with Federal Rule of Civil Procedure 26(c):

THEREFORE, it is hereby stipulated among the Parties and Google and ORDERED that:

1. The terms of the Protective Order will apply to the production of Google Confidential

Information except to the extent they are inconsistent with the terms of this Supplemental Protective Order.

2. Google may designate as confidential for protection under this Supplemental Protective 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 Google or a Third Party to whom Google reasonably believes it owes an obligation of confidentiality with respect to such document, information, or material (“Google Protected Material”). Google Protected Material shall be designated by Google by affixing a legend or stamp on such document, information, or material as follows: “GOOGLE CONFIDENTIAL.” The phrase “GOOGLE CONFIDENTIAL” shall be placed clearly on each page of the Google Protected Material (except deposition and hearing transcripts and natively produced documents) for which such protection is sought. For deposition and hearing transcripts, the phrase “GOOGLE CONFIDENTIAL” 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 “GOOGLE CONFIDENTIAL.” For natively produced Google Protected Material, the phrase “GOOGLE CONFIDENTIAL” shall be placed in the filename of each such natively produced document.
3. With respect to documents, information, or material designated “GOOGLE CONFIDENTIAL,” “GOOGLE CONFIDENTIAL - ATTORNEYS’ EYES ONLY,” “GOOGLE CONFIDENTIAL - OUTSIDE ATTORNEYS’ EYES ONLY,” or “GOOGLE

CONFIDENTIAL - SOURCE CODE” (“DESIGNATED MATERIAL”),¹ subject to the provisions herein and unless otherwise stated, this Supplemental Protective 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 Supplemental Protective Order.

4. A designation of Google Protected Material (*i.e.*, “GOOGLE CONFIDENTIAL,” “GOOGLE CONFIDENTIAL - ATTORNEYS’ EYES ONLY,” “GOOGLE CONFIDENTIAL - OUTSIDE ATTORNEYS’ EYES ONLY,” or “GOOGLE CONFIDENTIAL - SOURCE CODE”) may be made at any time. 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. If Google produces Google Protected Material without designating it as DESIGNATED MATERIAL, it may request destruction of that Google Protected Material by notifying the recipient(s), as soon as reasonably possible after becoming aware of the disclosure, and providing replacement Google Protected Material that is properly

¹ The term DESIGNATED MATERIAL is used throughout this Supplemental Protective Order to refer to the class of materials designated as “GOOGLE CONFIDENTIAL,” “GOOGLE CONFIDENTIAL - ATTORNEYS’ EYES ONLY,” “GOOGLE CONFIDENTIAL - OUTSIDE ATTORNEYS’ EYES ONLY,” or “GOOGLE CONFIDENTIAL - SOURCE CODE,” individually and collectively.

designated. The recipient(s) shall then destroy all copies of the inadvertently or unintentionally produced Google Protected Materials and any documents, information, or material derived from or based thereon.

5. “GOOGLE CONFIDENTIAL” documents, information, and material may be disclosed only to the following persons, except upon receipt of the prior written consent of Google, upon order of the Court, or as set forth in paragraph 17 herein:
- (a) outside counsel of record in this Action² for the Parties;
 - (b) employees of such counsel assigned to and reasonably necessary to assist such counsel in the litigation of this Action;
 - (c) up to one in-house counsel for the Parties who is a member in good standing of at least one state bar and has responsibility for making decisions dealing directly with the litigation of this Action;
 - (d) [intentionally left blank];
 - (e) outside consultants or experts³ (*i.e.*, not existing employees or affiliates of a Party or an affiliate of a Party) 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 Action⁴; (2) before access is given, the consultant or expert has completed the Undertaking attached as Appendix A hereto and the same is served upon Google with a current curriculum vitae of the consultant or expert, including a list of other cases in which the

² This “Action” means *DoDots Licensing Solutions LLC v. Samsung Electronics Co., Ltd. et al.*, Case No. 6:22-cv-535-ADA (W.D. Tex.).

³ For any such person, the curriculum vitae shall identify his/her (i) current employer(s), (ii) each person or entity from whom s/he has received compensation or funding for work in his or her areas of expertise or to whom the s/he has provided professional services, including in connection with a litigation, at any time during the preceding five years; (iii) (by name and number of the case, filing date, and location of court) any litigation in connection with which the s/he has offered expert testimony, including through a declaration, report, or testimony at a deposition or trial, during the preceding five years. If such consultant or expert believes any of this information is subject to a confidentiality obligation to a third-party, then the s/he should provide whatever information can be disclosed without violating any confidentiality agreements, and the Party seeking to disclose Google Protected Material to the consultant or expert shall be available to meet and confer with Google regarding any such engagement.

⁴ For avoidance of doubt, an independent expert or consultant retained (as opposed to employed) by a Party on another litigation would not be precluded under this section.

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 ten (10) days before access to the Google 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 Google 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 fifteen (15) 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 order⁵;

- (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; and
- (g) the Court and its personnel.

6. Google shall designate documents, information, or material as “GOOGLE CONFIDENTIAL” only upon a good faith belief that the documents, information, or material contains confidential or proprietary information or trade secrets of Google or a Third Party to whom Google reasonably believes it owes an obligation of confidentiality with respect to such documents, information, or material.
7. Documents, information, or material produced in this Action, including but not limited to Google Protected Material designated as DESIGNATED MATERIAL, and the knowledge of the existence of such Google Protected Material (i) shall be used only for prosecuting, defending, or attempting to settle this Action, (ii) shall not be used for any business

⁵ A party who has not previously objected to disclosure of Google Protected Material to an expert or whose objection has been resolved with respect to previously produced Google Protected Material shall not be precluded from raising an objection to an expert at a later time with respect to Google Protected Material that is produced after the time for objecting to such expert has expired or if new information about that expert is disclosed or discovered.

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