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*Counterclaimant, MediaPointe, Inc.*  
*and Defendant AMHC, Inc.*

UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA  
WESTERN DIVISION

AKAMAI TECHNOLOGIES, INC.,

Plaintiff and Counterclaim  
Defendant,

v.

MEDIAPOINTE, INC. AND AMHC,  
INC.,

Defendants and  
Counterclaimant.

Case No. 2:22-cv-06233- MCS-AFM

**STIPULATED PROTECTIVE  
ORDER**

1 WHEREAS, Plaintiff and Counterclaim Defendant Akamai Technologies,  
2 Inc. (“Akamai”) and Defendants and Counterclaimant MediaPointe, Inc. and  
3 AMHC, Inc. (collectively “MediaPointe”) (Plaintiff and Defendants each a “Party,”  
4 and collectively, the “Parties”) believe that certain information that is or will be  
5 encompassed by discovery demands by the Parties involves the production or  
6 disclosure of trade secrets, confidential business information, or other proprietary  
7 information;

8 WHEREAS, the Parties seek a protective order limiting disclosure thereof in  
9 accordance with Federal Rule of Civil Procedure 26(c):

10 THEREFORE, it is hereby stipulated among the Parties and **ORDERED**  
11 that:

12 1. A. PURPOSES AND LIMITATIONS

13 Discovery in this action is likely to involve production of confidential,  
14 proprietary or private information for which special protection from public  
15 disclosure and from use for any purpose other than prosecuting this litigation may  
16 be warranted. Accordingly, the parties hereby stipulate to and petition the Court to  
17 enter the following Stipulated Protective Order. The parties acknowledge that this  
18 Order does not confer blanket protections on all disclosures or responses to  
19 discovery and that the protection it affords from public disclosure and use extends  
20 only to the limited information or items that are entitled to confidential treatment  
21 under the applicable legal principles.

22 B. GOOD CAUSE STATEMENT

23 This action is likely to involve trade secrets, customer and pricing lists and  
24 other valuable research, development, commercial, financial, technical and/or  
25 proprietary information for which special protection from public disclosure and from  
26 use for any purpose other than prosecution of this action is warranted. Such  
27  
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1 confidential and proprietary materials and information consist of, among other  
2 things, confidential source code, confidential technical documentation and  
3 information, confidential business or financial information, information regarding  
4 confidential business practices, or other confidential research, development, or  
5 commercial information (including information implicating privacy rights of third  
6 parties), information otherwise generally unavailable to the public, or which may be  
7 privileged or otherwise protected from disclosure under state or federal statutes,  
8 court rules, case decisions, or common law. Accordingly, to expedite the flow of  
9 information, to facilitate the prompt resolution of disputes over confidentiality of  
10 discovery materials, to adequately protect information the parties are entitled to keep  
11 confidential, to ensure that the parties are permitted reasonable necessary uses of  
12 such material in preparation for and in the conduct of trial, to address their handling  
13 at the end of the litigation, and serve the ends of justice, a protective order for such  
14 information is justified in this matter. It is the intent of the parties that information  
15 will not be designated as confidential for tactical reasons and that nothing be so  
16 designated without a good faith belief that it has been maintained in a confidential,  
17 non-public manner, and there is good cause why it should not be part of the public  
18 record of this case.

19 C. ACKNOWLEDGMENT OF PROCEDURE FOR FILING UNDER  
20 SEAL

21 The parties further acknowledge, as set forth in Section 12.3, below, that this  
22 Stipulated Protective Order does not entitle them to file confidential information  
23 under seal; Local Civil Rule 79-5 sets forth the procedures that must be followed  
24 and the standards that will be applied when a party seeks permission from the court  
25 to file material under seal. Any information designated “CONFIDENTIAL,”  
26 “RESTRICTED - ATTORNEYS’ EYES ONLY,” “RESTRICTED  
27 CONFIDENTIAL SOURCE CODE,” or “PRIVACY DATA” by any party, as  
28

1 discussed below, will be deemed “information previously designated as  
2 confidential” within the meaning of Local Rule 79-5 unless the Court rules  
3 otherwise.

4       There is a strong presumption that the public has a right of access to judicial  
5 proceedings and records in civil cases. In connection with non-dispositive motions,  
6 good cause must be shown to support a filing under seal. *See Kamakana v. City and*  
7 *County of Honolulu*, 447 F.3d 1172, 1176 (9th Cir. 2006), *Phillips v. Gen. Motors*  
8 *Corp.*, 307 F.3d 1206, 1210-11 (9th Cir. 2002), *Makar-Welbon v. Sony Electronics,*  
9 *Inc.*, 187 F.R.D. 576, 577 (E.D. Wis. 1999) (even stipulated protective orders require  
10 good cause showing), and a specific showing of good cause or compelling reasons  
11 with proper evidentiary support and legal justification, must be made with respect to  
12 Protected Material that a party seeks to file under seal. The parties’ mere designation  
13 of Disclosure or Discovery Material as CONFIDENTIAL does not — without the  
14 submission of competent evidence by declaration, establishing that the material  
15 sought to be filed under seal qualifies as confidential, privileged, or otherwise  
16 protectable — constitute good cause.

17       Further, if a party requests sealing related to a dispositive motion or trial, then  
18 compelling reasons, not only good cause, for the sealing must be shown, and the  
19 relief sought shall be narrowly tailored to serve the specific interest to be protected.  
20 *See Pintos v. Pacific Creditors Ass’n*, 605 F.3d 665, 677–79 (9th Cir. 2010). For  
21 each item or type of information, document, or thing sought to be filed or introduced  
22 under seal in connection with a dispositive motion or trial, the party seeking  
23 protection must articulate compelling reasons, supported by specific facts and legal  
24 justification, for the requested sealing order. Again, competent evidence supporting  
25 the application to file documents under seal must be provided by declaration.

26       Any document that is not confidential, privileged, or otherwise protectable in  
27 its entirety will not be filed under seal if the confidential portions can be redacted.

1 If documents can be redacted, then a redacted version for public viewing, omitting  
2 only the confidential, privileged, or otherwise protectable portions of the document,  
3 shall be filed. Any application that seeks to file documents under seal in their  
4 entirety should include an explanation of why redaction is not feasible.

5 Producing Confidential Information (defined in Section 2.3 below) imposes a  
6 substantial burden and a risk of disclosure of trade secrets. *See, e.g.,* Fed. R. Civ. P.  
7 26(c)(1)(G). Therefore, the Parties shall limit their discovery requests for  
8 Confidential Information to no more than is reasonably necessary to prosecute or  
9 defend against the specific claims alleged in this Action. The Parties agree that,  
10 consistent with Federal Rule of Civil Procedure 34, all requests for Confidential  
11 Information will describe the requested discovery material with reasonable  
12 particularity. The parties agree to meet and confer in good faith to narrow the scope  
13 of requested discovery of Confidential Information to what is reasonably necessary  
14 to prosecute or defend against the specific claims alleged in this Action.

15 The parties shall only include Protected Material (defined in Section 2.14  
16 below) in filings with the Court to the extent that it is reasonably necessary for the  
17 Court to decide a disputed issue, including by filing only the relevant excerpts of  
18 documents designated as Protected Material. *See* L.R. 79-5.2.2. If a Party files  
19 excessive Protected Material of another Designating Party that is not reasonably  
20 necessary for the Court to decide a disputed issue, the Designating Party reserves all  
21 rights to seek relief, including to petition the clerk of court to remove or return any  
22 unnecessarily filed Protected Material or to move the Court to strike such  
23 unnecessarily filed Protected Material.

24 **2. DEFINITIONS**

25 2.1. Action: this pending federal lawsuit.

26 2.2. Challenging Party: a Party or Non-Party that challenges the designation  
27 of information or items under this Order.  
28

1           2.3. “CONFIDENTIAL” Information or Items: information (regardless of  
2 how it is generated, stored or maintained) or tangible things that qualify for  
3 protection under Federal Rule of Civil Procedure 26(c), and as specified above in  
4 the Good Cause Statement. “CONFIDENTIAL” information includes information  
5 designated with a more restrictive category, including “RESTRICTED -  
6 ATTORNEYS’ EYES ONLY,” “RESTRICTED CONFIDENTIAL SOURCE  
7 CODE,” or “PRIVACY DATA.”

8           2.4. Counsel: Outside Counsel of Record and House Counsel (as well as  
9 their support staff).

10           2.5. Designating Party: a Party or Non-Party that designates information or  
11 items that it produces in disclosures or in responses to discovery as  
12 “CONFIDENTIAL,” “RESTRICTED - ATTORNEYS’ EYES ONLY,”  
13 “RESTRICTED CONFIDENTIAL SOURCE CODE,” or “PRIVACY DATA.”

14           2.6. Disclosure or Discovery Material: all items or information, regardless  
15 of the medium or manner in which it is generated, stored, or maintained (including,  
16 among other things, testimony, transcripts, and tangible things), that are produced or  
17 generated in disclosures or responses to discovery in this matter.

18           2.7. Expert: a person with specialized knowledge or experience in a matter  
19 pertinent to the litigation who has been retained by a Party or its counsel to serve as  
20 an expert witness or as a consultant in this Action, including support staff. Both  
21 experts, and any of their support staff who actively review any materials marked  
22 RESTRICTED - ATTORNEYS’ EYES ONLY” or “RESTRICTED  
23 CONFIDENTIAL SOURCE CODE” for the purpose of helping that expert form an  
24 opinion in this case, are subject to the requirements of Section 7.2(c) below.

25           2.8. House Counsel: attorneys who are employees of a party to this Action.  
26 House Counsel does not include Outside Counsel of Record or any other outside  
27 counsel.  
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1           2.9. Non-Party: any natural person, partnership, corporation, association or  
2 other legal entity not named as a Party to this action.

3           2.10. Outside Counsel of Record: attorneys who are not employees of a party  
4 to this Action but are retained to represent or advise a party to this Action and have  
5 appeared in this Action on behalf of that party or are affiliated with a law firm that  
6 has appeared on behalf of that party, and includes support staff.

7           2.11. Party: any party to this Action, including all of its officers, directors,  
8 employees, consultants, retained experts, and Outside Counsel of Record (and their  
9 support staffs).

10          2.12. Producing Party: a Party or Non-Party that produces Disclosure or  
11 Discovery Material in this Action.

12          2.13. Professional Vendors: persons or entities that provide litigation support  
13 services (e.g., photocopying, videotaping, translating, preparing exhibits or  
14 demonstrations, and organizing, storing, or retrieving data in any form or medium)  
15 and their employees and subcontractors.

16          2.14. Protected Material: any Disclosure or Discovery Material that is  
17 designated as “CONFIDENTIAL,” “RESTRICTED - ATTORNEYS’ EYES  
18 ONLY,” “RESTRICTED CONFIDENTIAL SOURCE CODE,” or “PRIVACY  
19 DATA.”

20          2.15. Receiving Party: a Party that receives Disclosure or Discovery Material  
21 from a Producing Party.

22    3.    SCOPE

23           The protections conferred by this Stipulation and Order cover not only  
24 Protected Material (as defined above), but also (1) any information copied or  
25 extracted from Protected Material; (2) all copies, excerpts, summaries, or  
26 compilations of Protected Material; and (3) any testimony, conversations, or  
27 presentations by Parties or their Counsel that might reveal Protected Material.  
28

1 Any use of Protected Material at trial shall be governed by the orders of the  
2 trial judge, rather than this Order. Subject to any challenges under Section 6, below,  
3 the Parties will not oppose any reasonable request by the Producing Party that the  
4 courtroom be sealed, if allowed by the Court, during the presentation of any  
5 testimony, evidence, or argument relating to or involving the use of any Protected  
6 Material.

7 4. DURATION

8 Once a case proceeds to trial, information that was designated as  
9 CONFIDENTIAL or maintained pursuant to this protective order used or introduced  
10 as an exhibit at trial becomes public and will be presumptively available to all  
11 members of the public, including the press, unless compelling reasons supported by  
12 specific factual findings to proceed otherwise are made to the trial judge in advance  
13 of the trial. *See Kamakana*, 447 F.3d at 1180-81 (distinguishing “good cause”  
14 showing for sealing documents produced in discovery from “compelling reasons”  
15 standard when merits-related documents are part of court record). Accordingly, the  
16 terms of this protective order do not extend beyond the commencement of the trial.

17 5. DESIGNATING PROTECTED MATERIAL

18 5.1. Exercise of Restraint and Care in Designating Material for Protection.  
19 Each Party or Non-Party that designates information or items for protection under  
20 this Order must take care to limit any such designation to specific material that  
21 qualifies under the appropriate standards. The Designating Party must designate for  
22 protection only those parts of material, documents, items or oral or written  
23 communications that qualify so that other portions of the material, documents, items  
24 or communications for which protection is not warranted are not swept unjustifiably  
25 within the ambit of this Order.

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

4 If it comes to a Designating Party’s attention that information or items that it  
5 designated for protection do not qualify for protection, that Designating Party must  
6 promptly notify all other Parties that it is withdrawing the inapplicable designation.

7 5.2. Manner and Timing of Designations. Except as otherwise provided in  
8 this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise  
9 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection  
10 under this Order must be clearly so designated before the material is disclosed or  
11 produced.

12 Designation in conformity with this Order requires:

13 (a) for information in documentary form (e.g., paper or electronic  
14 documents, but excluding transcripts of depositions or other pretrial proceedings),  
15 that the Producing Party affix, at a minimum, the legend “CONFIDENTIAL,”  
16 “RESTRICTED - ATTORNEYS’ EYES ONLY,” “RESTRICTED -  
17 CONFIDENTIAL SOURCE CODE,” or “PRIVACY DATA” (hereinafter  
18 “Designating Legend”), to each page that contains protected material. If only a  
19 portion of the material on a page qualifies for protection, the Producing Party also  
20 must clearly identify the protected portion(s) (e.g., by making appropriate markings  
21 in the margins).

22 A Party or Non-Party that makes original documents available for inspection  
23 need not designate them for protection until after the inspecting Party has indicated  
24 which documents it would like copied and produced. During the inspection and  
25 before the designation, all of the material made available for inspection shall be  
26 deemed “RESTRICTED - ATTORNEYS’ EYES ONLY.” After the inspecting  
27 Party has identified the documents it wants copied and produced, the Producing  
28

1 Party must determine which documents, or portions thereof, qualify for protection  
2 under this Order. Then, before producing the specified documents, the Producing  
3 Party must affix Designating Legends to each page that contains Protected Material.  
4 If only a portion of the material on a page qualifies for protection, the Producing  
5 Party also must clearly identify the protected portion(s) (e.g., by making appropriate  
6 markings in the margins).

7 (b) for testimony given in depositions or hearings, that the  
8 Designating Party, at the deposition or hearing or within ten (10) days after receipt  
9 of a deposition or hearing transcript, designate the deposition or hearing transcript  
10 or any portion thereof as “CONFIDENTIAL,” “RESTRICTED - ATTORNEYS’  
11 EYES ONLY,” “RESTRICTED - CONFIDENTIAL SOURCE CODE,” or  
12 “PRIVACY DATA” pursuant to this Order, by affixing a Designating Legend to  
13 each page that contains Protected Material. If only a portion of the material on a  
14 page qualifies for protection, the Producing Party also must clearly identify the  
15 protected portion(s) (e.g., by making appropriate markings in the margins). Access  
16 to the deposition or hearing transcript so designated shall be limited in accordance  
17 with the terms of this Order. Until expiration of the 10-day period, the entire  
18 deposition or hearing transcript shall be treated as RESTRICTED - ATTORNEYS’  
19 EYES ONLY.

20 (c) for electronic files and documents produced in native electronic  
21 format, that the Producing Party append, at a minimum, the legend  
22 “CONFIDENTIAL,” “RESTRICTED - ATTORNEYS’ EYES ONLY,”  
23 “RESTRICTED - CONFIDENTIAL SOURCE CODE,” or “PRIVACY DATA”  
24 (hereinafter “Designating Legend”) to the file names or designators information  
25 indicating whether the file contains “CONFIDENTIAL,” “RESTRICTED -  
26 ATTORNEYS’ EYES ONLY,” or “RESTRICTED CONFIDENTIAL SOURCE  
27  
28

1 CODE” material, or shall use any other reasonable method for so designating  
2 Protected Materials produced in electronic format.

3 (d) for information produced in some form other than documentary  
4 and for any other tangible items, that the Producing Party affix in a prominent place  
5 on the exterior of the container or containers in which the information is stored the  
6 legend “CONFIDENTIAL,” “RESTRICTED - ATTORNEYS’ EYES ONLY,”  
7 “RESTRICTED CONFIDENTIAL SOURCE CODE,” or “PRIVACY DATA.” If  
8 only a portion or portions of the information warrants protection, the Producing  
9 Party, to the extent practicable, shall identify the protected portion(s).

10 5.3. To the extent a producing Party believes in good faith that certain  
11 Protected Material qualifying to be designated CONFIDENTIAL is so sensitive that  
12 its dissemination deserves even further limitation, the producing Party may  
13 designate such Protected Material “RESTRICTED - ATTORNEYS’ EYES ONLY,”  
14 or to the extent such Protected Material includes or substantially reveals computer  
15 source code<sup>1</sup> and/or live data (that is, data as it exists residing in a database or  
16 databases), the producing Party may designate such Protected Material as  
17 “RESTRICTED CONFIDENTIAL SOURCE CODE” (“Source Code Material”), or  
18 to the extent such Protected Material includes any information that a producing Party  
19 reasonably believes to be subject to federal, state or foreign Data Protection Laws or

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21 <sup>1</sup> “Source code” means computer code, formulas, engineering specifications, or  
22 schematics that define or otherwise describe in detail the algorithms or structure of  
23 software or hardware designs. Source code includes software, source code,  
24 executable code, object code (i.e., computer instructions and data definitions  
25 expressed in a form suitable for input to an assembler, compiler, or other translator),  
26 microcode, register transfer language (“RTL”), firmware, and hardware description  
27 language (“HDL”), as well as any and all programmer notes, annotations, and other  
28 comments of any type related thereto and accompanying the code. For avoidance of  
doubt, this includes source files, make files, intermediate output files, executable  
files, header files, resource files, library files, module definition files, map files,  
object files, linker files, browse info files, and debug files.

1 other privacy obligations, the producing Party may designate such Protected  
2 Material as “PRIVACY DATA”.

3 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

4 6.1. Timing of Challenges. Any Party or Non-Party may challenge a  
5 designation of confidentiality at any time that is consistent with the Court’s  
6 Scheduling Order.

7 6.2. Meet and Confer. The Challenging Party shall initiate the dispute  
8 resolution process under Local Rule 37-1 et seq.

9 6.3. Joint Stipulation. Any challenge submitted to the Court shall be via a  
10 joint stipulation pursuant to Local Rule 37-2.

11 6.4. The burden of persuasion in any such challenge proceeding shall be on  
12 the Designating Party. Frivolous challenges, and those made for an improper  
13 purpose (e.g., to harass or impose unnecessary expenses and burdens on other  
14 parties) may expose the Challenging Party to sanctions. Unless the Designating  
15 Party has waived or withdrawn the confidentiality designation, all parties shall  
16 continue to afford the material in question the level of protection to which it is  
17 entitled under the Producing Party’s designation until the Court rules on the  
18 challenge.

19 7. ACCESS TO AND USE OF PROTECTED MATERIAL

20 7.1. Basic Principles. A Receiving Party may use Protected Material that is  
21 disclosed or produced by another Party or by a Non-Party in connection with this  
22 Action only for prosecuting, defending, or attempting to settle this Action, and may  
23 not use Protected Material for any other purpose whatsoever, including, without  
24 limitation, any other litigation, patent prosecution or acquisition, patent  
25 reexamination, inter parties review, or reissue proceedings, or any business or  
26 competitive purpose or function. Such Protected Material may be disclosed only to  
27 the categories of persons and under the conditions described in this Order, and  
28

1 Protected Material shall not be distributed, disclosed, or made available to anyone  
2 except as expressly provided in this Order. When the Action has been terminated, a  
3 Receiving Party must comply with the provisions of section 14 below (FINAL  
4 DISPOSITION).

5 Protected Material must be stored and maintained by a Receiving Party at a  
6 location and in a secure manner that ensures that access is limited to the persons  
7 authorized under this Order.

8 7.2. Disclosure of “CONFIDENTIAL” Information or Items. Unless  
9 otherwise ordered by the court or permitted in writing by the Designating Party, a  
10 Receiving Party may disclose any information or item designated  
11 “CONFIDENTIAL” only to:

12 (a) the Receiving Party’s Outside Counsel of Record in this Action,  
13 as well as employees of said Outside Counsel of Record to whom it is reasonably  
14 necessary to disclose the information for this Action;

15 (b) the officers, directors, and employees (including House Counsel)  
16 of the Receiving Party to whom disclosure is reasonably necessary for this Action;

17 (c) Outside Counsel or Experts (as defined in this Order) of the  
18 Receiving Party to whom disclosure is reasonably necessary for this Action and who  
19 have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A),  
20 provided that (1) before access to an Expert is given, the Expert has completed the  
21 Undertaking attached as Exhibit A hereto and the same is served upon the producing  
22 Party with a current curriculum vitae<sup>2</sup> of the Expert at least seven (7) days before  
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24 <sup>2</sup> For any such person, the curriculum vitae shall identify his/her (i) current  
25 employer(s), (ii) each person or entity from whom s/he has received compensation  
26 or funding for work in his or her areas of expertise or to whom the s/he has provided  
27 professional services, including in connection with a litigation, at any time during  
28 the preceding five years; (iii) (by name and number of the case, filing date, and

1 access to the Protected Material is to be given to that Expert. The Designating Party  
2 may, within the seven (7) days, notify the receiving Party in writing that it objects  
3 to disclosure of Protected Material to the Expert, and state its reasons for objection.  
4 The Parties agree to promptly confer and use good faith to resolve any such  
5 objection. If the Parties are unable to resolve any objection, the objecting Party may  
6 file a motion with the Court within three (3) days of a meet and confer at which the  
7 parties agree that they are at an impasse, or within such other time as the Parties may  
8 agree, seeking a protective order with respect to the proposed disclosure. The  
9 objecting Party shall have the burden of proving the need for a protective order. No  
10 disclosure shall occur until all such objections are resolved by agreement or Court  
11 order;

12 (d) the court and its personnel;

13 (e) court reporters and their staff;

14 (f) professional jury or trial consultants, mock jurors, and  
15 Professional Vendors to whom disclosure is reasonably necessary for this Action  
16 and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit  
17 A);

18 (g) the author or recipient of a document containing the information  
19 or a custodian or other person who otherwise possessed or knew the information;  
20 and

21  
22 \_\_\_\_\_  
23 location of court) any litigation in connection with which the s/he has offered expert  
24 testimony, including through a declaration, report, or testimony at a deposition or  
25 trial, during the preceding five years. If such consultant or expert believes any of this  
26 information is subject to a confidentiality obligation to a third-party, then the s/he  
27 should provide whatever information can be disclosed without violating any  
28 confidentiality agreements, and the Party seeking to disclose Protected Material to  
the consultant or expert shall be available to meet and confer with the designating  
Party regarding any such engagement.

1 (h) any mediator or settlement officer, and their supporting  
2 personnel, mutually agreed upon by any of the parties engaged in settlement  
3 discussions.

4 7.3. For Protected Material designated RESTRICTED - ATTORNEYS'  
5 EYES ONLY, access to, and disclosure of, such Protected Material shall be limited  
6 to individuals listed in Sections 7.2(a) and (c-h), above, and up to one House Counsel  
7 for the Parties who is a member in good standing of at least one state bar and has  
8 responsibility for making decisions dealing directly with the litigation of this Action,  
9 but who exercises no competitive decision-making authority on behalf of either  
10 Party.

11 7.4. For Protected Material designated RESTRICTED CONFIDENTIAL  
12 SOURCE CODE, the following additional restrictions apply:

13 (a) Access to a Party's Source Code Material shall be provided only  
14 on "stand-alone" computer(s) (that is, the computer may not be linked to any  
15 network, including a local area network ("LAN"), an intranet or the Internet) in a  
16 secured locked room. The stand-alone computer(s) may be connected to a printer.  
17 The stand-alone computer(s) must be part of a setup including an external monitor,  
18 keyboard, mouse, table or desk, and chair. And each stand-alone computer shall  
19 have at least the following software or equivalent loaded and available at the time of  
20 source code review: (1) Linux/Ubuntu (including functionality for regex, libreoffice,  
21 vim, python, a pdf reader, and the ability to print to PDF), (2) Visual Studio Code or  
22 Eclipse with C, C++, and Java, and (3) build-essential. The stand-alone computer(s)  
23 may only be located within the United States at the offices of the producing Party's  
24 outside counsel. The stand-alone computer(s) shall have disk encryption and be  
25 password protected. Except as otherwise provided, use or possession of any  
26 input/output device (e.g., USB memory stick, mobile phone or tablet, camera or any  
27 camera-enabled device, CD, floppy disk, portable hard drive, laptop, or any device  
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1 that can access the Internet or any other network or external system, etc.) is  
2 prohibited while accessing the computer containing the source code. All persons  
3 entering the locked room containing the stand-alone computer(s) must attest that  
4 they are not carrying any prohibited items before they will be given access to the  
5 stand-alone computer(s). The producing Party may periodically physically “check  
6 in” on the receiving Party’s representatives during any stand-alone computer review  
7 and may intermittently (i.e., not continuously) visually monitor the activities of the  
8 receiving Party’s representatives by knocking on the door to or from outside the  
9 room in which the stand alone computer(s) is located to ensure that no unauthorized  
10 copying of the Source Code Material is being made or transmitted. The producing  
11 Party may not monitor by way of video or recording devices or record (visually,  
12 audibly or by other means) the activities of the receiving Party’s representatives;

13 (b) The receiving Party shall make reasonable efforts to restrict its  
14 requests for such access to the stand-alone computer(s) to normal business hours,  
15 which for purposes of this paragraph shall be 9:00 a.m. through 5:00 p.m. However,  
16 upon reasonable notice from the receiving party, the producing Party shall make  
17 reasonable efforts to accommodate the receiving Party’s request for access to the  
18 stand-alone computer(s) outside of normal business hours. The Parties agree to  
19 cooperate in good faith such that maintaining the producing Party’s Source Code  
20 Material at the offices of its outside counsel shall not unreasonably hinder the  
21 receiving Party’s ability to efficiently and effectively conduct the prosecution or  
22 defense of this Action;

23 (c) The producing Party shall provide the receiving Party with  
24 information explaining how to start, log on to, and operate the stand-alone  
25 computer(s) in order to access the produced Source Code Material on the stand-alone  
26 computer(s);

1 (d) The producing Party will produce Source Code Material in  
2 computer searchable format on the stand-alone computer(s) as described above;

3 (e) Access to Source Code Material shall be limited to Outside  
4 Counsel of Record and up to three (3) Experts per party<sup>3</sup> (not existing employees or  
5 affiliates of a Party or an affiliate of a Party) retained for the purpose of this litigation  
6 and approved to access such Protected Materials pursuant to 7.2(c) above.

7 (f) To the extent portions of Source Code Material are quoted in an  
8 electronic document or image of a document which must be filed or served (“Source  
9 Code Document”), either (1) the entire Source Code Document will be stamped and  
10 treated as RESTRICTED CONFIDENTIAL SOURCE CODE or (2) those pages  
11 containing quoted Source Code Material will be separately stamped and treated as  
12 RESTRICTED CONFIDENTIAL SOURCE CODE;

13 (g) Except as set forth in this and the preceding paragraph, no  
14 electronic copies of Source Code Material shall be made without prior written  
15 consent of the producing Party. The receiving Party may create documents with an  
16 electronic copy or image of limited excerpts of Source Code Material (“Source Code  
17 Documents”) only to the extent necessary to create Source Code Documents, or any  
18 drafts of these documents<sup>4</sup>. The receiving Party shall only include such excerpts as  
19 are reasonably necessary for the purposes for which such part of the Source Code  
20 Material is used. Images or copies of Source Code Material shall not be included in  
21 correspondence between the parties (references to production numbers shall be used  
22 instead) and shall be omitted from pleadings and other papers except to the extent  
23 permitted herein. Any electronic transmission of a file containing a selected portion  
24 of the Source Code Material must be encrypted using one of the following software:

25 \_\_\_\_\_  
26 <sup>3</sup> Herein, MediaPointe, Inc. and AMHC, Inc. are a single party.

27 <sup>4</sup> Drafts of a Source Code Document shall only include those excerpts the Receiving  
28 Party believes will be included in the final version of the Source Code Document.

1 BitLocker, FileVault, LUKS, or VeraCrypt. The communication and/or disclosure  
2 of electronic files containing any portion of Source Code Material shall at all times  
3 be limited to individuals who are authorized to see Source Code Material under the  
4 provisions of this Protective Order. Additionally, all electronic copies of Source  
5 Code Documents must be labeled “RESTRICTED CONFIDENTIAL SOURCE  
6 CODE.” If Source Code Documents are filed with the Court, they must be filed  
7 under seal in accordance with the Court’s rules, procedures and orders;

8 (h) No person shall copy, e-mail, transmit, upload, download, print,  
9 photograph or otherwise duplicate any portion of the designated “RESTRICTED  
10 CONFIDENTIAL SOURCE CODE” material, except that the Receiving Party may  
11 request paper copies (“Source Code Printouts”) of limited portions of the Source  
12 Code Material, but only if and to the extent reasonably necessary for the preparation  
13 of court filings, pleadings, expert reports, or other papers, or for deposition or trial.  
14 The producing Party shall print for the Receiving Party no more than three (3) sets  
15 of Source Code Material and no more than 50 consecutive pages, for an aggregate  
16 total of no more than 1000 pages, during the duration of the case. The Receiving  
17 Party may file a motion for leave to print a limited number of additional pages above  
18 an aggregate total of 1000 pages upon a showing of good cause. The receiving Party  
19 shall not request paper copies for the purposes of reviewing the source code other  
20 than electronically as set forth in Section 7.4(a) in the first instance. Within three  
21 (3) business days or such additional time as reasonably necessary due to the volume  
22 of pages requested, the Producing Party will provide the requested material on  
23 watermarked or colored paper bearing Bates numbers and the legend  
24 “RESTRICTED CONFIDENTIAL SOURCE CODE” unless objected to as  
25 discussed below. Even if within the limits described, the producing Party may, upon  
26 a showing of good cause, challenge the amount of source code requested in hard  
27 copy form or whether the source code requested in hard copy form is reasonably  
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1 necessary to any case preparation activity pursuant to the dispute resolution  
2 procedure and timeframes set forth in Section 6, above, whereby the producing Party  
3 is the “Challenging Party” for purposes of dispute resolution. Contested Source  
4 Code Printouts do not need to be produced to the receiving Party until the matter is  
5 resolved by the Court;

6 (i) If the receiving Party’s outside counsel, consultants, or experts  
7 obtain printouts of Source Code Material, the receiving Party shall ensure that such  
8 outside counsel, consultants, or experts keep the printouts in a secured locked area  
9 in the offices of such outside counsel, consultants, or expert. The receiving Party  
10 may also temporarily keep the printouts or photocopies at: (i) the Court for any  
11 proceedings(s) relating to the Source Code Material, for the dates associated with  
12 the proceeding(s); (ii) the sites where any deposition(s) relating to the Source Code  
13 Material are taken, for the dates associated with the deposition(s); and (iii) any  
14 intermediate location reasonably necessary to transport the printouts to a Court  
15 proceeding or deposition);

16 (j) A producing Party’s Source Code Material may only be  
17 transported by the receiving Party at the direction of Outside Counsel of Record  
18 authorized under Section 7.4(e) above to another person authorized under Section  
19 7.4(e) above, on paper or removable electronic media (e.g., a DVD, CD-ROM, or  
20 flash memory “stick”) via hand carry, Federal Express or other similarly reliable  
21 courier. Any Source Code Material that is stored electronically must be kept in a  
22 secured container (e.g., Bitlocker or equivalent) and must be further password  
23 protected. Source Code Material may not be transported or transmitted  
24 electronically over a network of any kind, including a LAN, an intranet, or the  
25 Internet. Source Code Material may only be transported electronically as is  
26 reasonably necessary for filing any Source Code material with the Court.  
27 Notwithstanding anything else in this Protective Order, the Parties may make  
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1 electronic copies, and send by electronic mail, copies of Source Code Documents,  
2 and any notes taken during Source Code review pursuant to Section 7.4(k), below,  
3 as part of their preparation of draft pleadings and/or expert reports in this case,  
4 provided that any such documents sent by electronic mail are sent in a password-  
5 protected file using 256-bit or higher encryption, with the password sent via separate  
6 electronic mail;

7 (k) The Receiving Party shall be entitled to take notes (electronic or  
8 non-electronic) relating to the Source Code but may not copy the Source Code into  
9 such notes. To the extent the Receiving Party desires to take notes electronically,  
10 the Producing Party shall provide a note-taking computer (e.g., a computer, which  
11 is distinct from the standalone computer, that is not linked to any network, including  
12 a local area network (“LAN”), an intranet or the Internet, and has image making  
13 functionality of any type disabled, including but not limited to camera or video  
14 functionality) (“note-taking computer”) with a current, widely used word processing  
15 program in the Source Code review room for the Receiving Party’s use in taking  
16 such notes. The “note-taking computer” shall be used for the sole purpose of note-  
17 taking and shall be retained by the Producing Party. Such notes shall be downloaded  
18 to a removable disk or drive for the Receiving Party (but not the Producing Party) to  
19 retain, and the computer cleared of such notes. The laptop computer shall have no  
20 features which would hinder the complete clearing of the Receiving Party’s notes  
21 after such notes have been downloaded. Any such notes shall not include copies or  
22 reproductions of portions of the source code; however, the notes may contain  
23 filenames, directory names, module names, class names, parameter names, variable  
24 names, function names, method names, or procedure names. No copies of any  
25 portion of the source code may leave the room in which the source code is inspected  
26 except as otherwise provided herein. Further, no other written or electronic record  
27 of the source code is permitted except as otherwise provided herein. No notes shall  
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1 be made or stored on the inspection computer or left behind at the site where the  
2 inspection computer is made available, and any such notes shall be deleted or  
3 destroyed by the producing Party, without reviewing the substance of the notes, upon  
4 discovery. Notwithstanding the foregoing, any such notes shall be stamped and  
5 treated as “RESTRICTED CONFIDENTIAL SOURCE CODE.” The log of such  
6 notes need not be produced to any other party absent Court Order (*e.g.*, potentially  
7 in connection with a Protective Order violation motion);

8 (l) A list of names of persons who will review Source Code Material  
9 on the standalone computer(s) will be provided to the producing Party in conjunction  
10 with any written (including email) notice requesting inspection. Prior to the first  
11 inspection of any Source Code Material on the stand-alone computer(s), the  
12 receiving Party shall provide three (3) business days’ notice to schedule the initial  
13 inspection with the producing Party. The receiving Party shall provide reasonable  
14 advance notice of any additional inspections. Such notice shall include the names  
15 for every individual from the receiving Party who will attend the inspection. The  
16 producing Party may maintain a daily log of the names of persons who enter the  
17 locked room to view the source code and when they enter and depart;

18 (m) The receiving Party’s outside counsel shall maintain a log of all  
19 copies of the Source Code Printouts (received from a producing Party) that are  
20 delivered by the receiving Party to any person and a log of any electronic images of  
21 Source Code Material. The log shall include the names of the recipients and  
22 reviewers of copies and locations where the copies are stored. Upon request by the  
23 producing Party, the receiving Party shall provide reasonable assurances and/or  
24 descriptions of the security measures employed by the receiving Party and/or person  
25 that receives a copy of any portion of the source code; and

26 (n) At the Producing Party’s request, all copies of any portion of the  
27 Source Code Printouts in whatever form shall be securely destroyed if they are no  
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1 longer in use. Copies of Source Code Printouts that are marked as deposition  
2 exhibits shall not be provided to the Court Reporter or attached to deposition  
3 transcripts; rather, the deposition record will identify the exhibit by its production  
4 number(s).

5 7.5. For Protected Material designated PRIVACY DATA, the following  
6 additional restrictions apply:

7 (a) “PRIVACY DATA”: refers to any information that a producing  
8 Party reasonably believes to be subject to federal, state or foreign Data Protection  
9 Laws or other privacy obligations. This provision may not be arbitrarily applied,  
10 and is meant as means to designate and secure support data, where available, that is  
11 believed to be subject to Data Protection Laws if the receiving party requests to  
12 inspect or challenge anonymized summary data. The parties must promptly meet  
13 and confer to resolve any disputes regarding a PRIVACY DATA designation.  
14 Privacy Data constitutes highly sensitive materials requiring special protection.  
15 Examples of such Data Protection Laws include, without limitation, The Gramm-  
16 Leach-Bliley Act, 15 U.S.C. § 6801 et seq. (financial information); The Health  
17 Insurance Portability and Accountability Act (“HIPAA”) and the regulations  
18 thereunder, 45 CFR Part 160 and Subparts A and E of Part 164 (medical  
19 information); Regulation (EU) 2016/679 Of the European Parliament and of the  
20 Council of 27 April 2016 on the Protection of Natural Persons with Regard to the  
21 Processing of Personal Data and on the Free Movement of Such Data, also known  
22 as the General Data Protection Regulation (“GDPR”); and the German Federal Data  
23 Protection Act (“BDSG”).

24 (b) PRIVACY DATA must be treated with the same provisions as  
25 Protected Material designated RESTRICTED CONFIDENTIAL SOURCE CODE.

26 (c) To the extent practical, PRIVACY DATA included in  
27 documents, information, or material must be redacted so that the documents,  
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1 information, or material can be produced in the ordinary course. For these redacted  
2 documents, information, or materials, the receiving party may request that  
3 unredacted versions be produced on the source code computer in accordance with  
4 Section 7.4 above.

5 (d) If such redactions are not practical to make (e.g., the PRIVACY  
6 DATA is clustered in log files or batch files), then the documents, information, or  
7 material containing the PRIVACY DATA may be produced on the source code  
8 computer in accordance with Section 7.4 above.

9 7.6. Absent written consent from the designating Party, any person  
10 associated or affiliated with the Parties and permitted to receive each Party's  
11 Protected Material, who reviews, or otherwise learns, in whole or in part, each  
12 Party's Protected Material marked RESTRICTED - ATTORNEYS' EYES ONLY  
13 or RESTRICTED - CONFIDENTIAL SOURCE CODE under this Order shall not  
14 prepare, prosecute, supervise, participate in, or assist in the preparation or  
15 prosecution of any U.S., foreign, or international patent application relating to the  
16 subject matter of this Action, including without limitation (a) the patents asserted in  
17 this action, (b) any patent application related by claim of priority to any of the patents  
18 asserted in this Action, (c) any patent application relating to the structures and/or  
19 functionality of any products, services, or systems accused by MediaPointe in this  
20 Action, or (d) any patent application related to the subject matter of any Protected  
21 Material marked RESTRICTED - ATTORNEYS' EYES ONLY or RESTRICTED  
22 - CONFIDENTIAL SOURCE CODE, during the pendency of this Action and for  
23 (2) years after its conclusion, including any appeals. For purposes of this paragraph,  
24 "prosecution" includes any activity related to the competitive business decisions  
25 involving (i) the preparation or prosecution (for any person or entity) of patent  
26 applications, including among others reexamination and reissue applications or (ii)  
27 directly or indirectly participating, drafting, amending, advising, or otherwise  
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1 affecting the scope or maintenance of patent claims.<sup>5</sup> However, these prohibitions  
2 shall not preclude each Party’s outside counsel or Expert from participating in any  
3 *inter partes* review, CBM, or post-grant review proceedings, provided that each  
4 Party’s outside counsel or Expert do not participate in any claim drafting or  
5 amendment of claims in such proceedings.

6 7.7. Protected Material produced in this litigation may contain Export  
7 Controlled Information.

8 (a) “Export Controlled Information” refers to any information  
9 subject to applicable export control and economic sanctions laws and regulations,  
10 including the Export Administration Regulations (“EAR”, 15 CFR 730 et seq.,  
11 <http://www.bis.doc.gov/>) administered by the Department of Commerce, Bureau of  
12 Industry and Security, and the Foreign Asset Control Regulations (31 CFR 500 et  
13 seq., <http://www.treas.gov/offices/enforcement/ofac/>) administered by the  
14 Department of Treasury, Office of Foreign Assets Control (“OFAC”), and similar  
15 laws and regulations in other jurisdictions (“Export Control Laws”).

16 (b) The Producing Party will produce Protected Material to  
17 Receiving Parties within the United States, to the extent authorized by Export  
18 Control Laws. Receiving Parties may not export, re-export, transfer, disclose, or  
19 release (collectively, “Export”) any Export Controlled Information to any  
20 destination, person, entity, or end use without first obtaining approval from the U.S.  
21 government or as otherwise authorized by Export Control Laws. Outside Counsel,  
22 Experts, or other individuals authorized to receive Export Controlled Information  
23 will not Export any Export Controlled Information to any foreign person except as  
24 permitted by Export Control Laws, and will not transport any Export Controlled  
25 Information outside of U.S. territory, without first obtaining approval from the U.S.

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27 <sup>5</sup> Prosecution includes, for example, original prosecution, reissue, and reexamination  
28 proceedings.

1 government or as otherwise authorized by Export Control Laws. Compliance with  
2 all Export Control Laws is the sole responsibility of the Receiving Party.

3 7.8. No material designated RESTRICTED CONFIDENTIAL SOURCE  
4 CODE may leave the territorial boundaries of the United States. Protected Material  
5 that is not designated RESTRICTED CONFIDENTIAL SOURCE CODE may be  
6 taken outside the United States if it is both reasonably necessary for a deposition  
7 taken in a foreign country and to the extent authorized by Export Control Laws.  
8 Nothing in this provision shall prevent Outside Counsel or Experts from travelling  
9 outside the United States with their personal electronic devices, including laptops  
10 and/or cellphones, or reviewing their electronic mail while traveling abroad,  
11 provided such activities comply with Export Control Laws. The restrictions  
12 contained within this subsection may be amended through the consent of the  
13 producing Party to the extent that such agreed to procedures comply with Export  
14 Control Laws.

15 7.9. Nothing contained herein shall be construed to prejudice any Party's  
16 right to use any Protected Material in taking testimony at any deposition or hearing  
17 provided that the Protected Material is only disclosed to person(s) who are: (i)  
18 eligible to have access to the Protected Material by virtue of his or her employment  
19 with the designating party, (ii) identified in the Protected Material as an author,  
20 addressee, or copy recipient of such information, (iii) although not identified as an  
21 author, addressee, or copy recipient of such Protected Material, has, in the ordinary  
22 course of business, seen or could be expected to see or receive such Protected  
23 Material, (iv) court reporters and videographers; (v) the Court; or (vi) other persons  
24 entitled hereunder to access to Protected Material. Subject to any challenge to a  
25 particular designation under Section 6, above, the Parties will not oppose any  
26 reasonable request by the designating Party that the courtroom be sealed, if allowed  
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1 by the Court, during the presentation of any testimony, evidence, or argument  
2 relating to or involving the use of any Protected Material.

3 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED  
4 IN OTHER LITIGATION

5 If a Party is served with a subpoena or a court order issued in other litigation  
6 that compels disclosure of any information or items designated in this Action as  
7 “CONFIDENTIAL,” that Party must:

8 (a) promptly notify in writing the Designating Party. Such  
9 notification shall include a copy of the subpoena or court order;

10 (b) promptly notify in writing the party who caused the subpoena or  
11 order to issue in the other litigation that some or all of the material covered by the  
12 subpoena or order is subject to this Protective Order. Such notification shall include  
13 a copy of this Stipulated Protective Order; and

14 (c) cooperate in good faith with respect to all reasonable procedures  
15 sought to be pursued by the Designating Party whose Protected Material may be  
16 affected.

17 If the Designating Party timely seeks a protective order, the Party served with  
18 the subpoena or court order shall not produce any information designated in this  
19 action as “CONFIDENTIAL” before a determination by the court from which the  
20 subpoena or order issued, unless the Party has obtained the Designating Party’s  
21 permission. The Designating Party shall bear the burden and expense of seeking  
22 protection in that court of its confidential material and nothing in these provisions  
23 should be construed as authorizing or encouraging a Receiving Party in this Action  
24 to disobey a lawful directive from another court.

1 9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE  
2 PRODUCED IN THIS LITIGATION

3 (a) The terms of this Order are applicable to information produced  
4 by a Non-Party in this Action and designated as “CONFIDENTIAL.” Such  
5 information produced by Non-Parties in connection with this litigation is protected  
6 by the remedies and relief provided by this Order. Nothing in these provisions  
7 should be construed as prohibiting a Non-Party from seeking additional protections.

8 (b) In the event that a Party is required, by a valid discovery request,  
9 to produce a Non-Party’s confidential information in its possession, and the Party is  
10 subject to an agreement with the Non-Party not to produce the Non-Party’s  
11 confidential information, then the Party shall:

12 (1) promptly notify in writing the Requesting Party and the  
13 Non-Party that some or all of the information requested is subject to a confidentiality  
14 agreement with a Non-Party;

15 (2) promptly provide the Non-Party with a copy of the  
16 Stipulated Protective Order in this Action, the relevant discovery request(s), and a  
17 reasonably specific description of the information requested; and

18 (3) make the information requested available for inspection by  
19 the Non-Party, if requested.

20 (c) If the Non-Party fails to seek a protective order from this court  
21 within 14 days of receiving the notice and accompanying information, the Receiving  
22 Party may produce the Non-Party’s confidential information responsive to the  
23 discovery request. If the Non-Party timely seeks a protective order, the Receiving  
24 Party shall not produce any information in its possession or control that is subject to  
25 the confidentiality agreement with the Non-Party before a determination by the  
26 court. Absent a court order to the contrary, the Non-Party shall bear the burden and  
27 expense of seeking protection in this court of its Protected Material.  
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1 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

2 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed  
3 Protected Material to any person or in any circumstance not authorized under this  
4 Stipulated Protective Order, the Receiving Party must immediately (a) notify in  
5 writing the Designating Party of the unauthorized disclosures, (b) use its best efforts  
6 to retrieve all unauthorized copies of the Protected Material, (c) inform the person  
7 or persons to whom unauthorized disclosures were made of all the terms of this  
8 Order, and (d) request such person or persons to execute the “Acknowledgment and  
9 Agreement to Be Bound” that is attached hereto as Exhibit A.

10 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE  
11 PROTECTED MATERIAL

12 When a Producing Party gives notice to Receiving Parties that certain  
13 inadvertently produced material is subject to a claim of privilege or other protection,  
14 the obligations of the Receiving Parties are those set forth in Federal Rule of Civil  
15 Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure  
16 may be established in an e-discovery order that provides for production without prior  
17 privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as  
18 the parties reach an agreement on the effect of disclosure of a communication or  
19 information covered by the attorney-client privilege or work product protection, the  
20 parties may incorporate their agreement in the stipulated protective order submitted  
21 to the court. The parties hereby incorporate their agreements provided in their Joint  
22 Report pursuant to Federal Rule of Civil Procedure 26. *See* Dkt. 48.

23 The failure to designate documents, information or material in accordance  
24 with this Order and the failure to object to a designation at a given time shall not  
25 preclude the filing of a motion at a later date seeking to impose such designation or  
26 challenging the propriety thereof. The entry of this Order and/or the production of  
27 documents, information and material hereunder shall in no way constitute a waiver  
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1 of any objection to the furnishing thereof, all such objections being hereby  
2 preserved.

3 A designation of Protected Material (*i.e.*, as “CONFIDENTIAL,”  
4 “RESTRICTED - ATTORNEYS’ EYES ONLY,” “RESTRICTED  
5 CONFIDENTIAL SOURCE CODE,” or “PRIVACY DATA”) may be made at any  
6 time. Inadvertent or unintentional production of documents, information or material  
7 that has not been designated as Protected Material shall not be deemed a waiver in  
8 whole or in part of a claim for confidential treatment. Any party that inadvertently  
9 or unintentionally produces Confidential Information without designating it as  
10 Protected Material may request destruction of that Protected Material by notifying  
11 the recipient(s), as soon as reasonably practicable after the producing Party becomes  
12 aware of the inadvertent or unintentional disclosure and providing replacement  
13 Protected Material that is properly designated. The recipient(s) shall then destroy  
14 all copies of the inadvertently or unintentionally produced Protected Materials and  
15 any documents, information or material derived from or based thereon.

16 12. MISCELLANEOUS

17 12.1. Right to Further Relief. Nothing in this Order abridges the right of any  
18 person to seek its modification by the Court in the future.

19 12.2. Right to Assert Other Objections. By stipulating to the entry of this  
20 Protective Order, no Party waives any right it otherwise would have to object to  
21 disclosing or producing any information or item on any ground not addressed in this  
22 Stipulated Protective Order. Similarly, no Party waives any right to object on any  
23 ground to use in evidence of any of the material covered by this Protective Order.

24 12.3. Filing Protected Material. A Party that seeks to file under seal any  
25 Protected Material must comply with Local Civil Rule 79-5. Protected Material may  
26 only be filed under seal pursuant to a court order authorizing the sealing of the  
27 specific Protected Material at issue. If a Party’s request to file Protected Material  
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1 under seal is denied by the court, then the Receiving Party may file the information  
2 in the public record unless otherwise instructed by the court.

3 12.4. Any Party knowing or believing that any other Party is in violation of  
4 or intends to violate this Order and has raised the question of violation or potential  
5 violation with the opposing Party and has been unable to resolve the matter by  
6 agreement may move the Court for such relief as may be appropriate in the  
7 circumstances. Pending disposition of the motion by the Court, the Party alleged to  
8 be in violation of or intending to violate this Order shall discontinue the performance  
9 of and/or shall not undertake the further performance of any action alleged to  
10 constitute a violation of this Order.

11 12.5. The inadvertent production of Protected Material by any Party shall not  
12 be deemed a publication of the documents, information, or material (or the contents  
13 thereof) produced so as to void or make voidable whatever claim the Parties may  
14 have as to the proprietary and confidential nature of the documents, information, or  
15 other material or its contents.

16 12.6. Pursuant to Federal Rule of Evidence 502(d) and (e), the production of  
17 a privileged or work product protected document is not a waiver of privilege or  
18 protection from discovery in this case or in any other federal or state proceeding.  
19 For example, the mere inadvertent production of a privileged or work product  
20 protected document in this case as part of a production is not itself a waiver. The  
21 inadvertent production by a Party of Discovery Material subject to the attorney-  
22 client privilege, work-product protection, or any other applicable privilege or  
23 protection will not waive the applicable privilege and/or protection if a request for  
24 return of such inadvertently produced Discovery Material is made promptly after the  
25 Producing Party learns of its inadvertent production. Upon a request from any  
26 Producing Party who has inadvertently produced Discovery Material that it believes  
27 is privileged and/or protected, each Receiving Party shall immediately destroy or  
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1 return such Protected Material or Discovery Material and all copies to the Producing  
2 Party. The parties do not waive any objections as to the production, discoverability,  
3 admissibility, or confidentiality of documents.

4 12.7. Each of the Parties shall also retain the right to file a motion with the  
5 Court (a) to modify this Order to allow disclosure of Protected Material to additional  
6 persons or entities if reasonably necessary to prepare and present this Action; and  
7 (b) to apply for additional protection of Protected Material.

8 12.8. This Order shall be binding upon the Parties hereto, their attorneys, and  
9 their successors, executors, personal representatives, administrators, heirs, legal  
10 representatives, assigns, subsidiaries, divisions, employees, agents, retained  
11 consultants and experts, and any persons or organizations over which they have  
12 direct control.

13 13. The United States District Court for the Central District of California is  
14 responsible for the interpretation and enforcement of this Agreed Protective Order.  
15 After termination of this litigation, the provisions of this Agreed Protective Order  
16 shall continue to be binding except with respect to those documents and information  
17 that become a matter of public record. This Court retains and shall have continuing  
18 jurisdiction over the Parties and recipients of the Protected Material for enforcement  
19 of the provisions of this Agreed Protective Order following termination of this  
20 litigation. All disputes concerning Protected Material produced under the protection  
21 of this Agreed Protective Order shall be resolved by the United States District Court  
22 for the Central District of California. In the event anyone shall violate or threaten to  
23 violate the terms of this Protective Order, the aggrieved designating Party may  
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1 immediately apply to obtain injunctive relief against any such person violating or  
2 threatening to violate any of the terms of this Protective Order.

3 14. FINAL DISPOSITION

4 After the final disposition of this Action, as defined in Section 4, within 60  
5 days of a written request by the Designating Party, each Receiving Party must return  
6 all Protected Material to the Producing Party or destroy such material. As used in  
7 this subdivision, “all Protected Material” includes all copies, abstracts, compilations,  
8 summaries, and any other format reproducing or capturing the Protected Material.  
9 Whether the Protected Material is returned or destroyed, the Receiving Party must  
10 submit a written certification to the Producing Party (and, if not the same person or  
11 entity, to the Designating Party) by the 60 day deadline that (1) identifies (by  
12 category, where appropriate) all the Protected Material that was returned or  
13 destroyed and (2) affirms that the Receiving Party has not retained any copies,  
14 abstracts, compilations, summaries or any other format reproducing or capturing any  
15 of the Protected Material. Notwithstanding this provision, Outside Counsel of  
16 Record are entitled to retain an archival copy of all pleadings, motion papers, trial,  
17 deposition, and hearing transcripts, legal memoranda, correspondence, deposition  
18 and trial exhibits, expert reports, attorney work product, and consultant and expert  
19 work product, even if such materials contain Protected Material. Any such archival  
20 copies that contain or constitute Protected Material remain subject to this Protective  
21 Order as set forth in Section 4 (DURATION).

22 15. VIOLATION

23 Any violation of this Order may be punished by appropriate measures  
24 including, without limitation, contempt proceedings and/or monetary sanctions.

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26 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.  
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28

1 Dated: January 13, 2023

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23 *Defendant Akamai Technologies, Inc.*  
24  
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28

1 Dated: January 13, 2023

/s/ Justin Kenney

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20 *Counsel for Defendant and Counterclaimant  
21 MediaPointe, Inc., and for Defendant  
22 AMHC, Inc.*

23 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

24 DATED: 1/17/2023\

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26 HON. ALEXANDER F. MacKINNON  
27 United States Magistrate Judge  
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**FILER’S ATTESTATION**

Pursuant to Local Rule 5-4.3.4(a)(2), the filer hereby attests that all other signatories to this document concur in the content of, and have authorized, this filing.

Dated: January 13, 2023

/s/ Michael J. Summersgill  
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Defendant Akamai Technologies, Inc.*

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EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, \_\_\_\_\_ [print or type full name], of  
\_\_\_\_\_ [print or type full address],

declare under penalty of perjury that I have read in its entirety and understand the Stipulated Protective Order that was issued by the United States District Court for the Central District of California on \_\_\_\_\_ in the case of *Akamai Technologies, Inc. v. MediaPointe, Inc. et al.*, No. 2:22-cv-06233-MCS-AFM (C.D. Cal.). I agree to comply with and to be bound by all the terms of this Stipulated Protective Order and I understand and acknowledge that failure to so comply could expose me to sanctions and punishment in the nature of contempt. I solemnly promise that I will not disclose in any manner any information or item that is subject to this Stipulated Protective Order to any person or entity except in strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court for the Central District of California for enforcing the terms of this Stipulated Protective Order, even if such enforcement proceedings occur after termination of this action.

I hereby appoint \_\_\_\_\_ [print or type full name] of  
\_\_\_\_\_ [print or type full address and telephone number] as my California agent for service of process in connection with this action or any proceedings related to enforcement of this Stipulated Protective Order.

Date: \_\_\_\_\_

City and State where sworn and signed: \_\_\_\_\_

Printed name: \_\_\_\_\_

Signature: \_\_\_\_\_