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TRENDnet, Inc.

13 **UNITED STATES DISTRICT COURT**
 14 **CENTRAL DISTRICT OF CALIFORNIA**

15	COMMWORKS SOLUTIONS, LLC,
16	
17	Plaintiff,
18	v.
19	TRENDNET, INC.,
20	
21	Defendant.

Case No.: 2:23-cv-8048-CBM(AJRx)

**STIPULATED AND PROPOSED
 PROTECTIVE ORDER**

Judge: Hon. Consuelo B. Marshall

1
2 1. WHEREAS, Plaintiff CommWorks Solutions, LLC and Defendant
3 TRENDnet, Inc., hereafter referred collectively to as “the Parties,” believe that certain
4 information that is or will be encompassed by discovery demands by the Parties
5 involves the production or disclosure of trade secrets, confidential business
6 information, or other proprietary information;

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

9 3. WHEREAS, there is good cause to protect the production or disclosure
10 of confidential business or other proprietary information and documents because this
11 action is likely to involve trade secrets, customer and pricing lists and other
12 valuable research, development, commercial, financial, technical and/or
13 proprietary information for which special protection from public disclosure and
14 from use for any purpose other than prosecution of this action is warranted. The
15 technical information would involve Defendant’s wireless router products and the
16 different components/chipsets that implemented various functions whose designs
17 were alleged by Plaintiff to have infringed upon the asserted patents. Particularly,
18 the designs of Defendants product components implementing the Wi-Fi Protected
19 Setup and the Wi-Fi MultiMedia functions are proprietary information not known
20 to the public. In addition, there are sales revenue, profit margin and trade channel
21 information/documents that are relevant to damages computation, if liability is
22 established. Such confidential and proprietary materials and information are
23 otherwise generally unavailable to the public, or which may be privileged or
24 otherwise protected from disclosure under state or federal statutes, court rules, case
25 decisions, or common law. Accordingly, to expedite the flow of information, to
26 facilitate the prompt resolution of disputes over confidentiality of discovery
27 materials, to adequately protect information the parties are entitled to keep
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1 confidential, to ensure that the parties are permitted reasonable necessary uses of
2 such material in preparation for and in the conduct of trial, to address their
3 handling at the end of the litigation, and serve the ends of justice, a protective order
4 for such information is justified in this matter. It is the intent of the parties that
5 information will not be designated as confidential for tactical reasons and that
6 nothing be so designated without a good faith belief that it has been maintained in
7 a confidential, non-public manner, and there is good cause why it should not be
8 part of the public record of this case.

9 4. THEREFORE, it is hereby stipulated among the Parties and
10 ORDERED that:

- 11
- 12 1. Each Party may designate as confidential for protection under this Order,
13 in whole or in part, any document, information or material that
14 constitutes or includes, in whole or in part, confidential or proprietary
15 information or trade secrets of the Party or a Third Party to whom the
16 Party reasonably believes it owes an obligation of confidentiality with
17 respect to such document, information or material (“Protected Material”).
18 Protected Material shall be designated by the Party producing it by
19 affixing a legend or stamp on such document, information or material as
20 follows: “CONFIDENTIAL.” The word “CONFIDENTIAL” shall be
21 placed clearly on each page of the Protected Material (except deposition
22 and hearing transcripts) for which such protection is sought. For
23 deposition and hearing transcripts, the word “CONFIDENTIAL” shall be
24 placed on the cover page of the transcript (if not already present on the
25 cover page of the transcript when received from the court reporter) by
26 each attorney receiving a copy of the transcript after that attorney
27 receives notice of the designation of some or all of that transcript as
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1 “CONFIDENTIAL.”

2 2. Any document produced before issuance of this Order, including
3 pursuant to the Court’s Order Governing Proceedings – Patent Cases,
4 with the designation “Confidential” or “Confidential - Outside Attorneys’
5 Eyes Only” shall receive the same treatment as if designated
6 “RESTRICTED - ATTORNEYS’ EYES ONLY” under this Order,
7 unless and until such document is redesignated to have a different
8 classification under this Order.

9 3. With respect to documents, information or material designated
10 “CONFIDENTIAL, “RESTRICTED - ATTORNEYS’ EYES ONLY,” or
11 “RESTRICTED CONFIDENTIAL SOURCE CODE” (“DESIGNATED
12 MATERIAL”),¹ subject to the provisions herein and unless otherwise
13 stated, this Order governs, without limitation: (a) all documents,
14 electronically stored information, and/or things as defined by the Federal
15 Rules of Civil Procedure; (b) all pretrial, hearing or deposition testimony,
16 or documents marked as exhibits or for identification in depositions and
17 hearings; (c) pretrial pleadings, exhibits to pleadings and other court
18 filings; (d) affidavits; and (e) stipulations. All copies, reproductions,
19 extracts, digests and complete or partial summaries prepared from any
20 DESIGNATED MATERIALS shall also be considered DESIGNATED
21 MATERIAL and treated as such under this Order.

22 4. A designation of Protected Material (i.e., “CONFIDENTIAL,”
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25 ¹ The term DESIGNATED MATERIAL is used throughout this Protective Order to refer
26 to the class of materials designated as “CONFIDENTIAL,” “RESTRICTED - ATTORNEYS’
27 EYES ONLY,” or “RESTRICTED CONFIDENTIAL SOURCE CODE,” both individually and
28 collectively.

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

- 15 5. “CONFIDENTIAL” documents, information and material may be
16 disclosed only to the following persons, except upon receipt of the prior
17 written consent of the designating party, upon order of the Court, or as
18 set forth in paragraph 12 herein:
- 19 (a) outside counsel of record in this Action for the Parties;
 - 20 (b) employees of such counsel assigned to and reasonably necessary to
21 assist such counsel in the litigation of this Action;
 - 22 (c) in-house counsel for the Parties who either have responsibility for
23 making decisions dealing directly with the litigation of this Action, or
24 who are assisting outside counsel in the litigation of this Action;
 - 25 (d) up to and including three (3) designated representatives of each of the
26 Parties to the extent reasonably necessary for the litigation of this
27 Action, except that either party may in good faith request the other
28 party’s consent to designate one or more additional representatives,

1 the other party shall not unreasonably withhold such consent, and the
2 requesting party may seek leave of Court to designate such additional
3 representative(s) if the requesting party believes the other party has
unreasonably withheld such consent;

4 (e) outside consultants or experts (*i.e.*, not existing employees or affiliates
5 of a Party or an affiliate of a Party) retained for the purpose of this
6 litigation, provided that: (1) such consultants or experts are not
7 presently employed by the Parties hereto for purposes other than this
8 Action; (2) before access is given, the consultant or expert has
9 completed the Undertaking attached as Exhibit A hereto and the same
10 is served upon the producing Party with a current curriculum vitae of
11 the consultant or expert at least ten (10) days before access to the
12 Protected Material is to be given to that consultant or Undertaking to
13 object to and notify the receiving Party in writing that it objects to
14 disclosure of Protected Material to the consultant or expert. The Parties
15 agree to promptly confer and use good faith to resolve any such
16 objection. If the Parties are unable to resolve any objection, the
17 objecting Party may file a motion with the Court within fifteen (15)
18 days of the notice, or within such other time as the Parties may agree,
19 seeking a protective order with respect to the proposed disclosure. The
20 objecting Party shall have the burden of proving the need for a
21 protective order. No disclosure shall occur until all such objections are
22 resolved by agreement or Court order;

23 (f) independent litigation support services, including persons working for
24 or as court reporters, graphics or design services, jury or trial
25 consulting services, and photocopy, document imaging, and database
26 services retained by counsel and reasonably necessary to assist counsel
27 with the litigation of this Action; and

28 (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

1 reasonably believes it owes an obligation of confidentiality with respect
2 to such documents, information or material.

3 7. Documents, information or material produced pursuant to any discovery
4 request in this Action, including but not limited to Protected Material
5 designated as DESIGNATED MATERIAL, shall be used by the Parties
6 only in the litigation of this Action and shall not be used for any other
7 purpose. Any person or entity who obtains access to DESIGNATED
8 MATERIAL or the contents thereof pursuant to this Order shall not make
9 any copies, duplicates, extracts, summaries or descriptions of such
10 DESIGNATED MATERIAL or any portion thereof except as may be
11 reasonably necessary in the litigation of this Action. Any such copies,
12 duplicates, extracts, summaries or descriptions shall be classified
13 DESIGNATED MATERIALS and subject to all of the terms and
14 conditions of this Order.

15 8. To the extent a producing Party believes that certain Protected Material
16 qualifying to be designated CONFIDENTIAL is so sensitive that its
17 dissemination deserves even further limitation, the producing Party may
18 designate such Protected Material “RESTRICTED -- ATTORNEYS’
19 EYES ONLY,” or to the extent such Protected Material includes
20 computer source code and/or live data (that is, data as it exists residing in
21 a database or databases) (“Source Code Material”), the producing Party
22 may designate such Protected Material as “RESTRICTED
23 CONFIDENTIAL SOURCE CODE.”

24 9. For Protected Material designated RESTRICTED -- ATTORNEYS’
25 EYES ONLY, access to, and disclosure of, such Protected Material shall
26 be limited to individuals listed in paragraphs 5(a-c) and (e-g); provided,
27 however, that access by in-house counsel pursuant to paragraph 5(c) be
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1 limited to in-house counsel who exercise no competitive decision-making
2 authority on behalf of the client.

3 10. For Protected Material designated RESTRICTED CONFIDENTIAL
4 SOURCE CODE, the following additional restrictions apply:

- 5 (a) Access to a Party's Source Code Material shall be provided only on
6 "stand-alone" computer(s) (that is, the computer may not be linked to
7 any network, including a local area network ("LAN"), an intranet or
8 the Internet). The stand-alone computer(s) may be connected to (i) a
9 printer, or (ii) a device capable of temporarily storing electronic copies
10 solely for the limited purposes permitted pursuant to paragraphs 10 (h
11 and k) below. Additionally, except as provided in paragraph 10(k)
12 below, the stand-alone computer(s) may only be located at the offices
13 of the producing Party's outside counsel;
- 14 (b) The receiving Party shall make reasonable efforts to restrict its
15 requests for such access to the stand-alone computer(s) to normal
16 business hours, which for purposes of this paragraph shall be 8:00 a.m.
17 through 6:00 p.m. However, upon reasonable notice from the receiving
18 party, the producing Party shall make reasonable efforts to
19 accommodate the receiving Party's request for access to the stand-alone
20 computer(s) outside of normal business hours. The Parties agree to
21 cooperate in good faith such that maintaining the producing Party's
22 Source Code Material at the offices of its outside counsel shall not
23 unreasonably hinder the receiving Party's ability to efficiently and
24 effectively conduct the prosecution or defense of this Action;
- 25 (c) The producing Party shall provide the receiving Party with information
26 explaining how to start, log on to, and operate the stand-alone
27 computer(s) in order to access the produced Source Code Material on
28 the stand-alone computer(s);
- (d) The producing Party will produce Source Code Material in computer
searchable format on the stand-alone computer(s) as described above;

1 (e) Access to Protected Material designated RESTRICTED
2 CONFIDENTIAL - SOURCE CODE shall be limited to outside
3 counsel and up to three (3) outside consultants or experts² (*i.e.*, not
4 existing employees or affiliates of a Party or an affiliate of a Party)
5 retained for the purpose of this litigation and approved to access such
6 Protected Materials pursuant to paragraph 5(e) above. A receiving
7 Party may include excerpts of Source Code Material in a pleading,
8 exhibit, expert report, discovery document, deposition transcript, other
9 Court document, provided that the Source Code Documents are
10 appropriately marked under this Order, restricted to those who are
11 entitled to have access to them as specified herein, and, if filed with
12 the Court, filed under seal in accordance with the Court's rules,
13 procedures and orders;

14 (f) To the extent portions of Source Code Material are quoted in a
15 Source Code Document, either (1) the entire Source Code Document
16 will be stamped and treated as RESTRICTED CONFIDENTIAL
17 SOURCE CODE or (2) those pages containing quoted Source Code
18 Material will be separately stamped and treated as
19 RESTRICTED CONFIDENTIAL SOURCE CODE;

20 (g) Except as set forth in paragraph 10(k) below, no electronic copies of
21 Source Code Material shall be made without prior written consent of
22 the producing Party, except as necessary to create documents which,
23 pursuant to the Court's rules, procedures and order, must be filed or
24 served electronically;

25 (h) The receiving Party shall be permitted to make a reasonable number of
26 printouts and photocopies of Source Code Material, all of which shall

27 ² For the purposes of this paragraph, an outside consultant or expert is defined
28 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.

1 be designated and clearly labeled “RESTRICTED CONFIDENTIAL
2 SOURCE CODE,” and the receiving Party shall maintain a log of all
3 such files that are printed or photocopied;

4 (i) Should such printouts or photocopies be transferred back to electronic
5 media, such media shall be labeled “RESTRICTED CONFIDENTIAL
6 SOURCE CODE” and shall continue to be treated as such;

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

20 (k) A producing Party’s Source Code Material may only be transported by
21 the receiving Party at the direction of a person authorized under
22 paragraph 10(e) above to another person authorized under paragraph
23 10(e) above, on paper or removable electronic media (*e.g.*, a DVD, CD-
24 ROM, or flash memory “stick”) via hand carry, Federal Express or
25 other similarly reliable courier. Source Code Material may not be
26 transported or transmitted electronically over a network of any kind,
27 including a LAN, an intranet, or the Internet. Source Code Material
28 may only be transported electronically for the purpose of Court
proceeding(s) or deposition(s) as set forth in paragraph 10(j) above and
is at all times subject to the transport restrictions set forth herein. But,
for those purposes only, the Source Code Materials may be loaded onto
a stand-alone computer.

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

11. Nothing in this Order shall require production of documents, information
or other material that a Party contends is protected from disclosure by the

1 attorney-client privilege, the work product doctrine, or other privilege,
2 doctrine, or immunity. If documents, information or other material
3 subject to a claim of attorney-client privilege, work product doctrine, or
4 other privilege, doctrine, or immunity is inadvertently or unintentionally
5 produced, such production shall in no way prejudice or otherwise
6 constitute a waiver of, or estoppel as to, any such privilege, doctrine, or
7 immunity. Any Party that inadvertently or unintentionally produces
8 documents, information or other material it reasonably believes are
9 protected under the attorney-client privilege, work product doctrine, or
10 other privilege, doctrine, or immunity may obtain the return of such
11 documents, information or other material by promptly notifying the
12 recipient(s) and providing a privilege log for the inadvertently or
13 unintentionally produced documents, information or other material. The
14 recipient(s) shall gather and return all copies of such documents,
15 information or other material to the producing Party, except for any pages
16 containing privileged or otherwise protected markings by the recipient(s),
17 which pages shall instead be destroyed and certified as such to the
18 producing Party.

19 12. There shall be no disclosure of any DESIGNATED MATERIAL by any
20 person authorized to have access thereto to any person who is not
21 authorized for such access under this Order. The Parties are hereby
22 ORDERED to safeguard all such documents, information and material to
23 protect against disclosure to any unauthorized persons or entities.

24 13. Nothing contained herein shall be construed to prejudice any Party's right
25 to use any DESIGNATED MATERIAL in taking testimony at any
26 deposition or hearing provided that the DESIGNATED MATERIAL is
27 only disclosed to a person(s) who is: (i) eligible to have access to the
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1 DESIGNATED MATERIAL by virtue of his or her employment with the
2 designating party, (ii) identified in the DESIGNATED MATERIAL as an
3 author, addressee, or copy recipient of such information, (iii) although
4 not identified as an author, addressee, or copy recipient of such
5 DESIGNATED MATERIAL, has, in the ordinary course of business,
6 seen such DESIGNATED MATERIAL, (iv) a current or former officer,
7 director or employee of the producing Party or a current or former
8 officer, director or employee of a company affiliated with the producing
9 Party; (v) counsel for a Party, including outside counsel and in-house
10 counsel (subject to paragraph 9 of this Order); (vi) an independent
11 contractor, consultant, and/or expert retained for the purpose of this
12 litigation; (vii) court reporters and videographers; (viii) the Court; or (ix)
13 other persons entitled hereunder to access to DESIGNATED
14 MATERIAL. DESIGNATED MATERIAL shall not be disclosed to any
15 other persons unless prior authorization is obtained from counsel
16 representing the producing Party or from the Court.

17 14. Parties may, at the deposition or hearing or within thirty (30) days after
18 receipt of a deposition or hearing transcript, designate the deposition or
19 hearing transcript or any portion thereof as “CONFIDENTIAL,”
20 “RESTRICTED - ATTORNEY’ EYES ONLY,” or “RESTRICTED
21 CONFIDENTIAL SOURCE CODE” pursuant to this Order. Access to
22 the deposition or hearing transcript so designated shall be limited in
23 accordance with the terms of this Order. Until expiration of the 30-day
24 period, the entire deposition or hearing transcript shall be treated as
25 confidential.

26 15. Any DESIGNATED MATERIAL that is filed with the Court shall be
27 filed under seal and shall remain under seal until further order of the
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1 Court. The filing party shall be responsible for informing the Clerk of the
2 Court that the filing should be sealed and for placing the legend “FILED
3 UNDER SEAL PURSUANT TO PROTECTIVE ORDER” above the
4 caption and conspicuously on each page of the filing. Exhibits to a filing
5 shall conform to the labeling requirements set forth in this Order. If a
6 pretrial pleading filed with the Court, or an exhibit thereto, discloses or
7 relies on confidential documents, information or material, such
8 confidential portions shall be redacted to the extent necessary and the
9 pleading or exhibit filed publicly with the Court.

10 16. The Order applies to pretrial discovery. Nothing in this Order shall be
11 deemed to prevent the Parties from introducing any DESIGNATED
12 MATERIAL into evidence at the trial of this Action, or from using any
13 information contained in DESIGNATED MATERIAL at the trial of this
14 Action, subject to any pretrial order issued by this Court.

15 17. A Party may request in writing to the other Party that the designation
16 given to any DESIGNATED MATERIAL be modified or withdrawn. If
17 the designating Party does not agree to redesignation within ten (10) days
18 of receipt of the written request, the requesting Party may apply to the
19 Court for relief. Upon any such application to the Court, the burden shall
20 be on the designating Party to show why its classification is proper. Such
21 application shall be treated procedurally as a motion to compel pursuant
22 to Federal Rules of Civil Procedure 37, subject to the Rule’s provisions
23 relating to sanctions. In making such application, the requirements of the
24 Federal Rules of Civil Procedure and the Local Rules of the Court shall
25 be met. Pending the Court’s determination of the application, the
26 designation of the designating Party shall be maintained.

27 18. Each outside consultant or expert to whom DESIGNATED MATERIAL
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1 is disclosed in accordance with the terms of this Order shall be advised
2 by counsel of the terms of this Order, shall be informed that he or she is
3 subject to the terms and conditions of this Order, and shall sign an
4 acknowledgment that he or she has received a copy of, has read, and has
5 agreed to be bound by this Order. A copy of the acknowledgment form
6 is attached as Appendix A.

7 19. To the extent that any discovery is taken of persons who are not Parties to
8 this Action (“Third Parties”) and in the event that such Third Parties
9 contended the discovery sought involves trade secrets, confidential
10 business information, or other proprietary information, then such Third
11 Parties may agree to be bound by this Order.

12 20. To the extent that discovery or testimony is taken of Third Parties, the
13 Third Parties may designate as “CONFIDENTIAL” or “RESTRICTED --
14 ATTORNEYS’ EYES ONLY” any documents, information or other
15 material, in whole or in part, produced or given by such Third Parties.
16 The Third Parties shall have ten (10) days after production of such
17 documents, information or other materials to make such a designation.
18 Until that time period lapses or until such a designation has been made,
19 whichever occurs sooner, all documents, information or other material so
20 produced or given shall be treated as “CONFIDENTIAL” in accordance
21 with this Order.

22 21. Within sixty (60) days of final termination of this Action, including any
23 appeals, all DESIGNATED MATERIAL, including all copies,
24 duplicates, abstracts, indexes, summaries, descriptions, and excerpts or
25 extracts thereof (excluding excerpts or extracts incorporated into any
26 privileged memoranda or work-product of the Parties and materials
27 which have been admitted into evidence in this Action), shall at the
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1 receiving Party's election either be returned to the producing Party or be
2 destroyed. No copies shall be retained by a receiving Party or other
3 individuals retained to assist them in this litigation, except that counsel
4 may retain archival copies of all pleadings, motion papers, trial,
5 deposition, and hearing transcripts, legal memoranda, correspondence,
6 deposition and trial exhibits, expert reports, attorney work product, and
7 consultant and expert work product, even if such materials contain
8 DESIGNATED MATERIAL. Any such archival copies that contain or
9 constitute DESIGNATED MATERIAL remain subject to this Order. The
10 language contained in this paragraph shall not preclude counsel from
11 retaining documents and/or communications constituting attorney work
12 product as defined by applicable law, or from retaining one copy of all
13 such attorney work product documents as part of a permanent litigation
14 file that is otherwise subject to the confidentiality restrictions set forth
15 herein. The receiving Party shall verify the return or destruction in
16 writing to the producing Party.

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

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

6 24. Production of DESIGNATED MATERIAL by each of the Parties shall
7 not be deemed a publication of the documents, information and material
8 (or the contents thereof) produced so as to void or make voidable
9 whatever claim the Parties may have as to the proprietary and
10 confidential nature of the documents, information or other material or its
11 contents.

12 25. Nothing in this Order shall be construed to effect an abrogation, waiver
13 or limitation of any kind on the rights of each of the Parties to assert any
14 applicable discovery or trial privilege.

15 26. Each of the Parties shall also retain the right to file a motion with the
16 Court (a) to modify this Order to allow disclosure of DESIGNATED
17 MATERIAL to additional persons or entities if reasonably necessary to
18 prepare and present this Action and (b) to apply for additional protection
19 of DESIGNATED MATERIAL.

20
21 Date: November 13, 2023

Respectfully Submitted,

22 By: /s/ Dmitry Kheyfits, with permission

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Date: November 13, 2023

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PURSUANT TO THE STIPULATION, IT IS SO ORDERED.

DATED: November 13, 2023



HON. A. JOEL RICHLIN
UNITED STATES MAGISTRATE JUDGE

ATTESTATION

Pursuant to Local Rule 5-4.3.4(a)(2)(i), I hereby attest that all other signatories listed, and on whose behalf the filing is submitted, concur in the filing's content and have authorized this filing.

Dated: November 13, 2023

/s/ Jen-Feng (Jeff) Lee
Jen-Feng (Jeff) Lee

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**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

COMMWORKS SOLUTIONS, LLC,

Case No.: 2:23-cv-8048-CBM(AJRx)

Plaintiff,

v.

TRENDNET, INC.,

DEMAND FOR JURY TRIAL

Defendant.

**APPENDIX A
UNDERTAKING OF EXPERTS OR CONSULTANTS REGARDING
PROTECTIVE ORDER**

I, _____, declare that:

1. My address is

_____. My

current employer is

_____. My current

occupation is _____.

2. I have received a copy of the Protective Order in this action. I have carefully read and understand the provisions of the Protective Order.

3. I will comply with all of the provisions of the Protective Order. I will hold in confidence, will not disclose to anyone not qualified under the Protective

1 Order, and will use only for purposes of this action any information
2 designated as "CONFIDENTIAL," "RESTRICTED -- ATTORNEYS'
3 EYES ONLY," or "RESTRICTED CONFIDENTIAL SOURCE CODE"
4 that is disclosed to me.
5

6 4. Promptly upon termination of these actions, I will return all documents and
7 things designated as "CONFIDENTIAL," "RESTRICTED --
8 ATTORNEYS' EYES ONLY," or "RESTRICTED CONFIDENTIAL
9 SOURCE CODE" that came into my possession, and all documents and
10 things that I have prepared relating thereto, to the outside counsel for the
11 party by whom I am employed.
12

13
14 5. I hereby submit to the jurisdiction of this Court for the purpose of
15 enforcement of the Protective Order in this action.
16

17 I declare under penalty of perjury that the foregoing is true and correct.

18 Signature

19 _____
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21 Date _____.
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