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1 UNITED STATES DISTRICT COURT
2 CENTRAL DISTRICT OF CALIFORNIA
3 SOUTHERN DIVISION
4

5 In Re:

6 APPLICATION OF HTC CORP. FOR
7 ISSUANCE OF A SUBPOENA TO
8 BROADCOM CORP.

Case No. 8:12-cv-02113-DOC (MLGx)
STIPULATED PROTECTIVE ORDER

9 Petitioner HTC Corp. (“HTC”), is the plaintiff in two patent infringement actions
10 now pending in Germany (“the German Actions”) against Nokia Oyj and Nokia GmbH
11 (together, “Nokia”). In the German Actions, HTC alleges that Nokia has infringed
12 European patent EP 2073096 B1 (“the 096 Patent”), a patent relating to power
13 management systems in electronic devices having telecommunication and wireless
14 communication capabilities. Nokia’s Lumia smartphones at issue contain a BCM4329
15 wireless connectivity chip, designed and supplied to Nokia by Non-Party Broadcom Corp.
16 (“Broadcom”). Broadcom also produced driver code for the BCM4329, which it supplied
17 to Nokia on or with the BCM4329.

18 Broadcom contends that the documents sought by HTC are highly confidential.
19 That it “undertakes significant and continuous efforts to protect its confidential technical
20 information from disclosure to competitors and the public.” [Dkt. No. 15-1, p. 7.] And
21 that this “technical information is the heart of Broadcom’s business.” [*Id.*] As a result, the
22 parties believe that disclosure and discovery activity in this action are likely to involve
23 production of confidential, proprietary, or private information for which special protection
24 from public disclosure and from use for any purpose other than the Foreign Litigation
25 (defined below) may be warranted, and that good cause exists for entry of this Stipulated
26 Protective Order.

27 In light of the foregoing, HTC and Broadcom wish to establish procedures to limit
28 the necessity for objections and subsequent motions seeking discovery, and facilitate the

1 disposition by the Court of disputes or problems that may arise in connection with
2 discovery herein. HTC, and Broadcom, by and through their counsel of record, and
3 pursuant to Rules 26(c) and 29(b) of the federal Rules of Civil Procedure and Local Rule
4 7-1, hereby agree and stipulate as follows:

5 **A. Purposes and Limitations**

6 HTC Corp. has submitted an application pursuant to 28 U.S.C. § 1782 seeking
7 discovery of confidential and proprietary materials from Non-Party Broadcom Corp. for
8 use in the Foreign Litigation (defined below) against Nokia. HTC, Nokia, and Broadcom
9 hereby stipulate to and petition the court to enter the following Stipulated Protective Order
10 to govern all Confidential Information (defined below) provided by Broadcom to HTC and
11 Nokia. This stipulation is agreed to in light of HTC and Broadcom’s separate negotiated
12 agreement on the scope of materials to be produced—namely, certain relevant customer-
13 facing documents accessible via Broadcom’s docSAFE portal. This Stipulated Protective
14 Order and Broadcom’s stipulation to it should not be interpreted as Broadcom’s general
15 practice or satisfaction with these measures for the production of any confidential and
16 proprietary materials under 28 U.S.C. § 1782.

17 **B. Definitions**

18 1. “Material”: all information, documents, testimony, and things produced,
19 served, or otherwise provided in this action for the Foreign Litigation.

20 2. “Confidential Information”: information (regardless of how it is generated,
21 stored or maintained) or tangible things that qualify for protection under Federal Rule of
22 Civil Procedure 26(c).

23 3. “Foreign Litigation”: HTC Corp. v. Nokia GmbH, Case No. 7 O 181/12, filed
24 by HTC in the Mannheim (Germany) Regional Court, and HTC Corp. v. Nokia Oyj, Case
25 No. 7 O 16023/12, filed by HTC in the Munich (Germany) Regional Court.

26 4. “BROADCOM – OUTSIDE ATTORNEYS’ EYES ONLY” material:
27 information, documents, and things that include or incorporate Broadcom Confidential
28 Information.

1 5. “Party” means: with respect to HTC, HTC. Corp. and all of its officers,
2 directors, employees, consultants, retained experts, and Outside Counsel of Record (and
3 their support staffs); in addition to HTC, the term “Party” shall also include Nokia GmbH
4 and Nokia Oyj (“collectively, “Nokia”), all of their officers, directors, employees,
5 consultants, retained experts, and Outside Counsel of Record (and their support staffs), but
6 only if Nokia returns an executed copy of Exhibit A to HTC and Non-Party Broadcom.

7 6. “Authorized Reviewer(s)”: persons authorized to review “BROADCOM –
8 OUTSIDE ATTORNEYS’ EYES ONLY” material in accordance with this Order.

9 7. “Designated Broadcom Material”: material that is designated
10 “BROADCOM – OUTSIDE ATTORNEYS’ EYES ONLY” under this Order.

11 8. “Counsel of Record”: attorneys for a Party who are not employees of a Party
12 and that have executed Exhibit A and been retained to represent or advise a Party in the
13 Foreign Litigation.

14 9. “Outside Consultant”: a person with specialized knowledge or experience in
15 a matter pertinent to the Foreign Litigation who has been retained by Counsel of Record to
16 serve as an expert witness or a Foreign Litigation consultant in the Foreign Litigation
17 (including any necessary support personnel of such person to whom disclosure is
18 reasonably necessary for the Foreign Litigation), and who is not a current employee of a
19 Party or of a competitor of a Party and who, at the time of retention, is not anticipated to
20 become an employee of, or a non-litigation consultant of: (a) a Party, (b) a competitor of a
21 Party, or (c) a competitor of Broadcom.

22 10. “Producing Party”: a Party or Broadcom that produces Designated Broadcom
23 Material.

24 11. “Receiving Party”: a Party that receives Designated Broadcom Material in
25 this action or the Foreign Litigation.

26 12. “Professional Vendors”: persons or entities that provide Foreign Litigation
27 support services (e.g., photocopying; videotaping; translating; designing and preparing
28 exhibits, graphics, or demonstrations; organizing, storing, retrieving data in any form or

1 medium; etc.) and their employees and subcontractors who have been retained or directed
2 by Counsel of Record in the Foreign Litigation, and who are not current employees of a
3 Party or of a competitor of a Party and who, at the time of retention, are not anticipated to
4 become employees of: (a) a Party, (b) a competitor of a Party, or (c) a competitor of
5 Broadcom. This definition includes ESI vendors retained in connection with the Foreign
6 Litigation to assist a Party, Counsel of Record, or any Outside Consultant in their work.
7 Professional vendors do not include consultants who fall within the definition of Outside
8 Consultant.

9 **C. Scope**

10 13. A Party that produces Material that includes or describes Broadcom
11 Confidential Information shall affix the legend “BROADCOM – OUTSIDE
12 ATTORNEYS’ EYES ONLY” to each page of the Material. Producing Party shall
13 designate Material that includes Broadcom Confidential Information as “BROADCOM –
14 OUTSIDE ATTORNEYS’ EYES ONLY” by affixing a legend to the Material or by
15 written notice to the Parties. A Receiving Party may use Designated Broadcom Materials
16 only for prosecuting, defending, or attempting to settle the Foreign Litigation. Designated
17 Broadcom Material may be disclosed only to the categories of persons and under the
18 conditions described in this Order. When the Foreign Litigation has been terminated, a
19 Receiving Party must comply with the provisions of Section L below (FINAL
20 DISPOSITION).

21 14. The protections conferred by this Order cover not only Designated
22 Broadcom Material (as defined above), but also any information copied or extracted
23 therefrom, as well as all copies, excerpts, summaries, or compilations thereof. This Order
24 shall not prevent a disclosure to which Broadcom consents in writing before that disclosure
25 takes place.

26 15. At the present time, HTC is seeking confidential Broadcom technical
27 documentation that Broadcom provides to its customers under non-disclosure agreements.
28 HTC is not presently seeking any production of Broadcom’s internal code. If HTC

1 requests a code inspection or production in the future, the parties will meet and confer in
2 good faith to discuss HTC's requests, whether said code could be sufficiently protected
3 from unauthorized disclosure in the Foreign Litigation, and if so, appropriate
4 confidentiality protections for a code inspection or production including increased duration
5 of the Order's effect.

6 **D. Access To Designated Broadcom Material**

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

10 17. Access to "BROADCOM – OUTSIDE ATTORNEYS' EYES ONLY"
11 material: Unless otherwise ordered by the Court or permitted in writing by Broadcom, a
12 Party may disclose information, documents or things designated "BROADCOM –
13 OUTSIDE ATTORNEYS' EYES ONLY" only to:

14 a. Persons who appear on the face of Designated Broadcom Material as an
15 author, addressee or recipient thereof;

16 b. Counsel of Record;

17 c. Outside Consultants of the Receiving Party to whom disclosure is reasonably
18 necessary for the Foreign Litigation, and who have signed the acknowledgement form
19 annexed to the Protective Order as Exhibit A and the "Certification Of Consultant"
20 attached hereto as Exhibit B, provided that the appropriate time has passed and no
21 unresolved objections to such disclosure exist after proper notice has been given to
22 Broadcom as set forth in Paragraph 25 below;

23 d. Any judge who is assigned to hear the Foreign Litigation and his or her staff
24 ("Judge"), provided that before disclosing the material to the judge, the Party making the
25 disclosure must inform the judge of this Protective Order and formally petition the
26 applicable Court(s) hearing the Foreign Litigation for an order that any Designated
27 Broadcom Material shall be maintained as confidential and that any pre-trial and trial
28 proceedings will be conducted in a manner to protect Designated Broadcom Material from

1 disclosure to persons not authorized to have access to such Designated Broadcom Material
2 under this Order;

3 e. Any person appointed by a Judge to provide him/her with expert assistance
4 in relation to the technical issues in dispute in the Foreign Litigation, provided that said
5 person agrees to abide by the terms of this Protective Order and has signed the
6 acknowledgement form annexed to the Protective Order as Exhibit A;

7 f. Court reporters and videographers employed in connection with the Foreign
8 Litigation; and

9 g. Professional Vendors to whom disclosure is reasonably necessary for the
10 Foreign Litigation, and a representative of which has signed the acknowledgement form
11 annexed to the Protective Order as Exhibit A.

12 18. Absent a court order from this Court or written agreement of Broadcom,
13 Designated Broadcom Material may not be disclosed to employees of a Receiving Party,
14 including its in-house attorneys and support staff.

15 19. The Parties acknowledge that Designated Broadcom Material also may be
16 subject to the US government export control and economic sanctions laws, including the
17 Export Administration Regulations (“EAR”, 15 CFR 730 et seq., <http://www.bis.doc.gov/>)
18 administered by the Department of Commerce, Bureau of Industry and Security, and the
19 Foreign Asset Control Regulations (31 CFR 500 et seq.,
20 <http://www.treas.gov/offices/enforcement/ofac/>) administered by the Department of
21 Treasury, Office of Foreign Assets Control (“OFAC”). Receiving Parties may not directly
22 or indirectly export, re-export, transfer or release (collectively, “Export”) any Designated
23 Broadcom Material to any destination, person, entity or end use prohibited or restricted
24 under US law without prior US government authorization to the extent required by
25 regulation. The US government maintains embargoes and sanctions against the countries
26 listed in Country Groups E:1/2 of the EAR (Supplement 1 to part 740), currently Cuba,
27 Iran, Libya, North Korea, North Sudan and Syria but any amendments to these lists shall
28 apply.

1 20. Absent written permission from Broadcom, persons not permitted access to
2 Designated Broadcom Material under the terms of this Protective Order shall not be
3 present while Designated Broadcom Material is discussed or otherwise disclosed. To the
4 extent permitted by German law, pre-trial and trial proceedings shall be conducted in a
5 manner to protect Designated Broadcom Material from disclosure to persons not
6 authorized to have access to such Designated Broadcom Material under this Order. Any
7 Party intending to disclose or discuss Designated Broadcom Material at pretrial or trial
8 proceedings must give advance notice of ten (10) business days to Broadcom through its
9 designated U.S. counsel of record in this matter. Prior to a Party disclosing or discussing
10 any Designated Broadcom Material in any pre-trial and trial proceedings or filings, the
11 Party requesting Production of the Designated Broadcom Material shall, in connection
12 with the Foreign Litigation, formally petition the applicable Court(s) hearing the Foreign
13 Litigation for an order that any Designated Broadcom Material shall be maintained as
14 confidential and excluded from any third-party file inspection and that any pre-trial and
15 trial proceedings will be conducted in a manner to protect Designated Broadcom Material
16 from disclosure to persons not authorized to have access to such Designated Broadcom
17 Material under this Order. Without limitation and for purposes of each and every hearing
18 where Designated Broadcom Material may be discussed, this includes requesting: (1) that
19 the public be excluded from the hearing; (2) that the public be excluded from the
20 pronouncement of the grounds of the judgment; and (3) that the persons attending the
21 hearing are obliged to keep secret any facts derived from Designated Broadcom Material
22 they learn in the hearing or from an official court document. Additionally, the Party who
23 disclosed Designated Broadcom Material to the Court(s) will renew any petitions to
24 maintain Designated Broadcom Material confidential or exclude it from inspection when
25 necessary, such as when a third-party later seeks inspection of court documents or filings.

26 21. Each Receiving Party agrees to assume full responsibility and liability to
27 Broadcom for any breach of this Order by any of its agents, officers, directors, employees,
28 consultants, retained experts, or Counsel of Record.

1 **E. Access By Outside Consultants**

2 22. Notice: If a Receiving Party wishes to disclose Designated Broadcom
3 Material to any Outside Consultant, Receiving Party must, prior to the Outside Consultant
4 being granted access to any Designated Broadcom Material, provide notice to U.S. counsel
5 of record for Broadcom, which notice shall include: (a) the individual's name and
6 business title; (b) business address; (c) business or profession; (d) the individual's CV; (e)
7 any previous or current relationship (personal or professional) with Broadcom or any of
8 the Parties to this action; (f) a list of other cases in which the individual has testified (at
9 trial or deposition) within the last six years; (g) a list of all companies with which the
10 individual has consulted or by which the individual has been employed within the last four
11 years, the dates of the consultancy or employment, a brief description of the subject matter
12 of the consultancy or employment, and copies of the "Acknowledgement and Agreement
13 To Be Bound By The Protective Order" attached as Exhibit A, and the "Certification Of
14 Consultant" attached hereto as Exhibit B, that have both been signed by that Outside
15 Consultant. Broadcom shall have ten (10) business days to raise any objections for good
16 cause to those Outside Consultants, starting from the first business day following the date
17 upon which Receiving Party expressly notifies Broadcom of that expert, whereby such
18 express notification shall be provided to Broadcom directly by Receiving Party.

19 23. Objections. With respect to Outside Consultants that have not been
20 previously disclosed to Broadcom, Broadcom shall have ten (10) business days from
21 receipt of the notice specified in Paragraph 23 to object for good cause in writing to such
22 disclosure (plus three (3) extra days if notice is given in any manner other than by hand
23 delivery, e-mail delivery or facsimile transmission). After the expiration of the 10-day
24 (plus 3-days, if appropriate) period, if no objection for good cause has been asserted by
25 Broadcom, then Designated Broadcom Material may be disclosed to the Outside
26 Consultant pursuant to the terms of this Protective Order. Any objection by Broadcom
27 must be made for good cause, and must set forth in detail the grounds on which it is based.
28 Should Receiving Party disagree with the basis for the objection(s), Receiving Party must

1 first attempt to resolve the objection(s) informally with Broadcom. If the informal efforts
2 do not resolve the dispute within five (5) business days from the date upon which
3 Receiving Party was first notified of any objection for good cause by Broadcom, Receiving
4 Party may file a motion requesting that the objection(s) be quashed after that five (5) day
5 period has passed. Broadcom shall have the burden of proof by a preponderance of the
6 evidence on the issue of the sufficiency of the objection(s). Pending a ruling by the Court
7 upon any such objection(s), or the subsequent resolution of the objection for good cause by
8 Receiving Party and Broadcom, the discovery material shall not be disclosed to the person
9 objected to by Broadcom.

10 24. By disclosing Designated Broadcom Material to an Outside Consultant, a
11 Receiving Party agrees to assume full responsibility and liability for any breach of this
12 Order by the Outside Consultant.

13 **F. Prosecution and Development Bar**

14 25. Unless otherwise permitted in writing between Broadcom and Receiving
15 Party, any individual who personally receives, other than on behalf of Broadcom, any
16 material designated “BROADCOM – OUTSIDE ATTORNEYS’ EYES ONLY” shall not
17 participate in amending or drafting patent specifications or claims before a Patent Office of
18 any patent or patent application substantially related to the particular technology or
19 information disclosed in the Designated Broadcom Material, from the time of receipt of
20 such material through the time the individual person(s) cease to have access to materials
21 designated “BROADCOM – OUTSIDE ATTORNEYS’ EYES ONLY” as well as any
22 materials that contain or disclose Broadcom Material so designated.

23 26. Unless otherwise permitted in writing between Broadcom and Receiving
24 Party, any Outside Consultant retained on behalf of Receiving Party who is to be given
25 access to documents or source code designated as “BROADCOM – OUTSIDE
26 ATTORNEYS’ EYES ONLY” produced by another Party must agree in writing not to
27 perform hardware or software development work or product development work intended
28 for commercial purposes substantially related to the particular technology or information

1 disclosed in the Designated Broadcom Material from the time of first receipt of such
2 material through the date the Outside Consultant ceases to have access to any material
3 designated “BROADCOM – OUTSIDE ATTORNEYS’ EYES ONLY” as well as any
4 materials that contain or disclose Broadcom Material so designated.

5 **G. Protected Material Subpoenaed or Ordered Produced In Other Litigation**

6 27. If a Receiving Party is served with a subpoena or becomes aware of a court
7 order that would compel disclosure of any information, documents or things designated in
8 this action as “BROADCOM – OUTSIDE ATTORNEYS’ EYES ONLY”, Receiving
9 Party must endeavor to so notify Broadcom of such information, documents or things, in
10 writing (by fax and email) promptly, and in no event less than ten (10) calendar days
11 before the date specified for response to the subpoena or order, and no more than five (5)
12 calendar days after receiving the subpoena or order, whichever is earlier. Such notification
13 must include a copy of the subpoena or order. Receiving Party also must immediately
14 inform, in writing, the party who caused the subpoena or order to issue that some or all of
15 the material covered by the subpoena or order is subject to this Protective Order. In
16 addition, the Receiving Party must provide a copy of this Protective Order promptly to the
17 party in the other action that caused the subpoena or order to issue. If the Receiving Party
18 is a party to the other action, the Receiving Party agrees to abide by all applicable terms of
19 this Order in connection with the other action. The purpose of imposing these duties is to
20 alert the interested parties to the existence of this Protective Order, and to afford the Party
21 whose Designated Broadcom Material in this case is at issue in the other case, as well as
22 Broadcom, an opportunity to try to protect its confidentiality interests in the court from
23 which the subpoena or order issued. Producing Party shall bear the burdens and the
24 expenses of seeking protection in that court of its Designated Broadcom Material. Nothing
25 in these provisions should be construed as authorizing or encouraging any Authorized
26 Reviewer(s) in this action to disobey a lawful directive from another court.

27 **H. Unauthorized Disclosure Of Designated Broadcom Material**

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1 28. If a Receiving Party learns that, by inadvertence or otherwise, it has
2 disclosed Designated Broadcom Material to any person or in any circumstance not
3 authorized under this Order, the Receiving Party must immediately (a) notify in writing
4 Broadcom of the unauthorized disclosures, (b) use its best efforts to retrieve all copies of
5 the Designated Broadcom Material, (c) inform the person or persons to whom
6 unauthorized disclosures were made of all the terms of this Order, and (d) request such
7 person or persons to execute the “Acknowledgment and Agreement to Be Bound” that is
8 attached hereto as Exhibit A. Nothing in these provisions should be construed as limiting
9 any Producing Party’s rights to seek remedies for a violation of this Order.

10 **I. Jurisdiction and Responsibilities of Parties**

11 29. The parties agree that the full execution of Exhibit A attached hereto is a
12 condition precedent for Broadcom’s disclosure of the Designated Broadcom Material, and
13 the Parties hereby agree that Designated Broadcom Material shall be deemed Broadcom
14 Confidential Information. The Parties acknowledge that, by virtue of this Order and/or by
15 returning a signed copy of Exhibit A, each of the Parties and their agents, including all
16 officers, directors, employees, consultants, retained experts, outside counsel, and Outside
17 Consultants given access to Designated Broadcom Material, are subject to the jurisdiction
18 of the United States District Court for the Central District of California with respect to
19 enforcement of this Order.

20 30. The Parties further agree to take comprehensive measures to ensure that their
21 agents (including all counsel, consultants, experts, and Professional Vendors) fully comply
22 with this Protective Order. Each party shall be liable to Broadcom for any and all damages
23 resulting from any breach of this Protective Order by that Party or its agents including
24 without limitation, incidental damages, indirect damages, consequential damages, lost
25 profits, lost revenues, and business interruption. Because an award of money damages
26 may be inadequate for any breach of this Protective Order and any such breach may cause
27 Broadcom irreparable harm, each Party also agrees that, in the event of any breach or
28 threatened breach of this Agreement as determined by the Court, Broadcom will also be

1 entitled, without the requirement of posting a bond or other security, to seek equitable
2 relief, including injunctive relief and contempt sanctions.

3 **J. No Contrary Action**

4 31. Each Receiving Party acknowledges and agrees that it will not take any
5 action that could be reasonably expected to subject Designated Broadcom Material to
6 disclosure to a third party intervenor in the Foreign litigation in a manner other than as
7 specified in this Order, including cross-claiming or otherwise adding the third party to the
8 Foreign Litigation. HTC represents that it has no present intention of asserting a claim for
9 infringement of the patent(s) asserted in the Foreign Litigation against any person other
10 than Nokia. If a third party seeks access to Designated Broadcom Material from the court
11 hearing the Foreign Litigation, whether before or after the termination of the Foreign
12 Litigation, HTC will promptly notify Broadcom of the third party's action.

13 **K. Duration**

14 32. Even after the termination of the Foreign Litigation, the confidentiality
15 obligations imposed by this Order shall remain in effect until the later of either: (i) two (2)
16 years following the termination of the Foreign Litigation, or (ii) seven (7) years from the
17 date Broadcom discloses the Designated Broadcom Material unless Broadcom agrees
18 otherwise in writing or a court order from this Court otherwise directs.

19 **L. Final Disposition**

20 33. Unless otherwise ordered or agreed in writing by Broadcom, within sixty
21 (60) days of the termination of the Foreign Litigation, whether through settlement or final
22 judgment (including any and all appeals therefrom), each Receiving Party, including
23 outside counsel for each Receiving Party, will destroy all Designated Broadcom Material
24 produced by any other Party in this action, as well as all work product, pleadings, motion
25 papers, legal memoranda, correspondence, trial transcripts and trial exhibits admitted into
26 evidence containing information from such Designated Broadcom Material ("derivations")
27 and all copies thereof, with the exception of copies stored on back-up tapes or other
28 disaster recovery media. Within sixty (60) days of the date of settlement or final judgment,

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EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND BY THE PROTECTIVE ORDER

I, _____, declare and say that:

1. I am employed as _____
by _____ (“the Company”).

2. I have read the Protective Order entered in Case No. _____, and have received a copy of and agree to be bound by the Protective Order.

3. I promise that I will use any and all “Designated Broadcom Material” information, as defined in the Protective Order, given to me only in a manner authorized by the Protective Order, and only to assist counsel in the Foreign Litigation.

4. I promise that I will not disclose or discuss such “Designated Broadcom Material” information with anyone other than the persons authorized by the Protective Order.

5. I acknowledge that, by signing this agreement, I am subjecting myself, as well as all officers, directors, employees, consultants, retained experts, outside counsel, and Outside Consultants of the Company given access to Designated Broadcom Material, to the jurisdiction of the United States District Court for the Central District of California with respect to enforcement of the Protective Order.

6. I understand that any disclosure or use of “Designated Broadcom Material” information in any manner contrary to the provisions of the Protective Order may subject me to sanctions for contempt of court.

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

Date: _____

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EXHIBIT B

CERTIFICATION OF CONSULTANT

I, _____ [print or type full name], of

_____ am not an employee of the Party who retained me or of a competitor of any Party or Non-Party Broadcom and will not use any information, documents, or things that are subject to the Protective Order governing discovery from Broadcom in this matter for any purpose other than this Foreign Litigation.

I agree not to perform hardware or software development work or product development work intended for commercial purposes relating to the particular technology or information disclosed in the Designated Broadcom Material, from the time of receipt of such material through and including the date that I cease to have access to any material designated "BROADCOM – OUTSIDE ATTORNEYS' EYES ONLY."

I state under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed On _____.

[Printed Name]

[Signature]