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UNITED STATES DISTRICT COURT  
FOR THE CENTRAL DISTRICT OF CALIFORNIA, SOUTHERN DIVISION

TCL COMMUNICATION  
TECHNOLOGY HOLDINGS, LTD., et  
al.

Plaintiffs,

v.

TELEFONAKTIEBOLAGET LM  
ERICSSON, et al.

Defendants.

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TELEFONAKTIEBOLAGET LM  
ERICSSON, et al.,

Plaintiffs,

v.

TCL COMMUNICATION  
TECHNOLOGY HOLDINGS, LTD. et  
al.,

Defendants.

Case No. SACV14-00341 JVS (DFMx)

Consolidated with CV15-02370 JVS

**[PROPOSED] STIPULATED  
SUPPLEMENTAL  
PROTECTIVE ORDER  
BETWEEN NON-PARTY  
QUALCOMM INC.,  
PLAINTIFFS, AND  
DEFENDANTS**

1 **GOOD-CAUSE STATEMENT**

2 WHEREAS, The Honorable Arthur Nakazato, United States Magistrate  
3 Judge, entered the Protective Order to govern discovery in the above-captioned  
4 matters (“these actions”) on December 8, 2014, *see* Dkt. No. 72, and the Court may  
5 enter subsequent protective orders (“Protective Order”); and

6 WHEREAS, TCL Communication Technology Holdings, LTD., TCT Mobile  
7 Limited, and TCT Mobile (US), Inc., (collectively, “Plaintiffs” or “TCL”); Ericsson,  
8 Inc. and Telefonaktiebolaget LM Ericsson (collectively “Defendants” or “TCL”)  
9 (together, hereinafter referred to as “the Parties”); and Qualcomm Incorporated  
10 (“QUALCOMM”), a non-party to this action, may produce confidential source  
11 code, schematics, and other documents in this action that include or incorporate  
12 CONFIDENTIAL INFORMATION belonging to QUALCOMM (“QUALCOMM  
13 Confidential Information”);

14 WHEREAS the Parties and Non-Party QUALCOMM have agreed to  
15 additional provisions to protect against misuse or disclosure of such QUALCOMM  
16 Confidential Information;

17 WHEREFORE, IT IS HEREBY ORDERED that source code, schematics, or  
18 documents that incorporate QUALCOMM Confidential Information produced in  
19 connection with the above-captioned matters that are designated as “QUALCOMM  
20 – OUTSIDE ATTORNEYS’ EYES ONLY” and “QUALCOMM – OUTSIDE  
21 ATTORNEYS’ EYES ONLY – CONFIDENTIAL SOURCE CODE” shall be  
22 subject to the following restrictions:

23 **A. Definitions**

24 1. “QUALCOMM MATERIAL”: Confidential information (regardless of  
25 how generated, stored, or maintained) or tangible things that include or incorporate  
26 Non-Party QUALCOMM Confidential Information, that Non-Party QUALCOMM  
27 (i) would not normally reveal to third parties except in confidence, or has  
28 undertaken with others to maintain in confidence, (ii) believes in good faith is

1 significantly sensitive, or (iii) protected by a right to privacy under federal or state  
2 law, or any other applicable privilege or right related to confidentiality or privacy.  
3 QUALCOMM MATERIAL includes all information, documents, source code,  
4 schematics, testimony, and things produced, served, or otherwise provided in this  
5 action by any Party or by Non-Party QUALCOMM, that include or incorporate  
6 QUALCOMM Confidential Information.

7 2. “QUALCOMM – OUTSIDE ATTORNEYS’ EYES ONLY” material:  
8 information, documents, and things that include or incorporate QUALCOMM  
9 MATERIAL.

10 3. “Source Code”: includes human-readable programming language text  
11 that defines software, firmware, (collectively, “software Source Code”) and  
12 integrated circuits (“hardware Source Code”). Text files containing Source Code  
13 shall hereinafter be referred to as “Source Code files.” Software Source Code files  
14 shall include, but are not limited to, files containing Source Code in “C,” “C+,”  
15 BREW, Java ME, J2ME, assembler, digital signal processor (DSP) programming  
16 languages, and other human readable text programming languages. Software Source  
17 Code files further include “.include files,” “make” files, “link” files, and other  
18 human-readable text files used in the generation and/or building of software directly  
19 executed on a microprocessor, micro-controller, or DSP. Hardware Source Code  
20 files include, but are not limited to, files containing Source Code in VHDL, Verilog,  
21 and other Hardware Description Language (“HDL”) formats, including but not  
22 limited to, Register Transfer Level (“RTL”) descriptions.

23 4. “Chip-Level Schematics”: means symbolic representations of analog  
24 electric or electronic circuits from which the physical structure of a chip is directly  
25 derived.

26 5. “QUALCOMM – OUTSIDE ATTORNEYS’ EYES ONLY –  
27 CONFIDENTIAL SOURCE CODE” Material: QUALCOMM MATERIAL that  
28 includes Source Code and Chip-Level Schematics that constitute proprietary

1 technical or commercially sensitive competitive information that Non-Party  
2 QUALCOMM maintains as highly confidential in its business, the disclosure of  
3 which is likely to cause harm to the competitive position of Non-Party  
4 QUALCOMM. This includes Source Code and Chip-Level Schematics in the  
5 Producing Party’s possession, custody, or control, and made available for inspection  
6 by the Producing Party.

7         6.       “Designated QUALCOMM Material”: material that is designated  
8 “QUALCOMM – OUTSIDE ATTORNEYS’ EYES ONLY” or “QUALCOMM –  
9 OUTSIDE ATTORNEYS’ EYES ONLY – CONFIDENTIAL SOURCE CODE”  
10 under this Supplemental Protective Order.

11         7.       “Designated Source Code Material”: material that is designated  
12 “QUALCOMM – OUTSIDE ATTORNEYS’ EYES ONLY – CONFIDENTIAL  
13 SOURCE CODE” under this Supplemental Protective Order.

14         8.       “Personnel Retained by a Receiving Party in this Action” means any  
15 consultants, experts, or outside counsel (including their support staff) that have been  
16 and continue to be retained by a Receiving Party in this action. For the sake of  
17 clarity, any person who was retained by a Receiving Party in this action will no  
18 longer fall under this definition if that person ceases to be retained by a Receiving  
19 Party in this action.

20         9.       “Party” means any Party to the above-captioned actions, including all  
21 of its officers, directors, employees, consultants, retained experts, and all support  
22 staff thereof.

23         10.      “Producing Party” means a party or non-party that discloses or  
24 produces Designated QUALCOMM Material in the above-captioned actions.

25         11.      “Receiving Party” a Party that receives Designated QUALCOMM  
26 Material from a Producing Party in the above-captioned actions.

27         12.      “Authorized Reviewer(s)” shall mean persons authorized to review  
28 “QUALCOMM – OUTSIDE ATTORNEYS’ EYES ONLY” and “QUALCOMM –

1 OUTSIDE ATTORNEYS' EYES ONLY – CONFIDENTIAL SOURCE CODE”  
2 material in accordance with this Supplemental Protective Order and the Protective  
3 Order.

4 13. “Counsel of Record”: (i) Outside Counsel who appears on the  
5 pleadings, or has entered an appearance in this action, as counsel for a Party, and (ii)  
6 partners, principals, counsel, associates, employees, and contract attorneys of such  
7 Outside Counsel to whom it is reasonably necessary to disclose the information for  
8 this litigation, including supporting personnel employed by the attorneys, such as  
9 paralegals, legal translators, legal secretaries, legal clerks and shorthand reporters.

10 14. “Outside Consultant”: a person with specialized knowledge or  
11 experience in a matter pertinent to the litigation who has been retained by Counsel  
12 of Record to serve as an expert witness or a litigation consultant in this action  
13 (including any necessary support personnel of such person to whom disclosure is  
14 reasonably necessary for this litigation), and who is not a current employee of a  
15 Party, of a competitor of a Party, or of Non-Party QUALCOMM, and who, at the  
16 time of retention, is not anticipated to become an employee of, or a non-litigation  
17 consultant of: 1) a Party, 2) a competitor of a Party, 3) a competitor of Non-Party  
18 QUALCOMM, or of 4) Non-Party QUALCOMM.

19 15. “Professional Vendors”: persons or entities that provide litigation  
20 support services (e.g., photocopying; videotaping; translating; designing and  
21 preparing exhibits, graphics, or demonstrations; organizing, storing, retrieving data  
22 in any form or medium; etc.) and their employees and subcontractors who have been  
23 retained or directed by Counsel of Record in this action, and who are not current  
24 employees of a Party, a competitor of a Party, or of Non-Party QUALCOMM, and  
25 who, at the time of retention, are not anticipated to become employees of: 1) a Party,  
26 2) a competitor of a Party, 3) a competitor of Non-Party QUALCOMM, or 4) Non-  
27 Party QUALCOMM. This definition includes ESI vendors, and professional jury or  
28 trial consultants retained in connection with this litigation to assist a Party, Counsel

1 of Record, or any Outside Consultant in their work. Professional vendors do not  
2 include consultants who fall within the definition of Outside Consultant.

3 **B. Relationship to Protective Order**

4 16. This Supplemental Protective Order shall not diminish any existing  
5 restriction with respect to Designated QUALCOMM Material. The Parties and  
6 QUALCOMM acknowledge and agree that this Supplemental Protective Order is a  
7 supplement to the Protective Order entered in this action on December 8, 2014 in  
8 the United States District Court, Central District of California, in these actions. The  
9 Protective Order applies to all material designated pursuant to this Supplemental  
10 Protective Order. To the extent that there is any confusion or conflict between  
11 protective orders with respect to Designated QUALCOMM Material, then this  
12 Supplemental Protective Order governs.

13 17. In addition to the restrictions outlined in this Supplemental Protective  
14 Order, material designated as “QUALCOMM – OUTSIDE ATTORNEYS’ EYES  
15 ONLY – CONFIDENTIAL SOURCE CODE” shall be subject to obligations with  
16 respect to “RESTRICTED CONFIDENTIAL SOURCE CODE” materials outlined  
17 in the Protective Order.

18 18. In addition to the restrictions outlined in this Supplemental Protective  
19 Order, material designated as “QUALCOMM – OUTSIDE ATTORNEYS’ EYES  
20 ONLY” shall be subject to obligations with respect to “RESTRICTED –  
21 ATTORNEYS’ EYES ONLY” material outlined in the Protective Order.

22 **C. Scope**

23 19. The protections conferred by this Supplemental Protective Order cover  
24 not only Designated QUALCOMM Material (as defined above), but also any  
25 information copied or extracted therefrom, as well as all copies, excerpts,  
26 summaries, or compilations thereof. Nothing herein shall alter or change in any way  
27 the discovery provisions of the Federal Rules of Civil Procedure or any applicable  
28 local rules or General Orders. Identification of any individual pursuant to this

1 Supplemental Protective Order does not make that individual available for  
2 deposition, or any other form of discovery outside of the restrictions and procedures  
3 of the Federal Rules of Civil Procedure or any applicable rules or General Orders.

4 20. This Supplemental Protective Order shall not prevent a disclosure to  
5 which Non-Party QUALCOMM consents in writing before that disclosure takes  
6 place.

7 21. This Supplemental Protective Order shall apply to all Designated  
8 QUALCOMM Material that is produced or provided for inspection in this action,  
9 including all Designated QUALCOMM Material that is in the possession, custody  
10 or control of QUALCOMM or any Party in these actions, or that is otherwise  
11 relevant to these actions.

12 **D. Access to Designated QUALCOMM Material**

13 22. Access to “QUALCOMM – OUTSIDE ATTORNEYS’ EYES ONLY”  
14 Material: Unless otherwise ordered by the Court or permitted in writing by Non-  
15 Party QUALCOMM, a Receiving Party may disclose any information, document or  
16 thing designated “QUALCOMM – OUTSIDE ATTORNEYS’ EYES ONLY” only  
17 to:

- 18 a. Persons who appear on the face of Designated QUALCOMM  
19 Material as an author, addressee or recipient thereof, or persons  
20 who have been designated under FRCP 30(b)(6) to provide  
21 testimony of behalf of a Producing Party or Qualcomm regarding  
22 the same;
- 23 b. Counsel of Record;
- 24 c. Outside Consultants of the Receiving Party to whom disclosure  
25 is reasonably necessary for this litigation, and who have, after the  
26 date of this Supplemental Protective Order, signed the  
27 “Acknowledgement And Agreement To Be Bound By  
28 Supplemental Protective Order Governing Confidential

1 Information of Non-Party Qualcomm In This Case” attached  
2 hereto as Exhibit A, and the “Certification Of Consultant Re  
3 Supplemental Protective Order Governing Confidential  
4 Information of Non-Party Qualcomm In This Case,” attached  
5 hereto as Exhibit B;

6 d. Any designated arbitrator or mediator who is assigned to hear  
7 this matter, or who has been selected by the Parties, and his or  
8 her staff; who have, after the date of this Supplemental  
9 Protective Order, signed the “Acknowledgement And Agreement  
10 To Be Bound By Supplemental Protective Order Governing  
11 Confidential Information of Non-Party Qualcomm In This Case”  
12 attached hereto as Exhibit A, and the “Certification Of  
13 Consultant Re Supplemental Protective Order Governing  
14 Confidential Information of Non-Party Qualcomm In This Case,”  
15 attached hereto as Exhibit B, as well as any arbitrator’s or  
16 mediator’s staff who have also signed Exhibits A and B;

17 e. Court reporters and videographers employed in connection with  
18 this action; and

19 f. Professional Vendors to whom disclosure is reasonably  
20 necessary for this action, and a representative of which has  
21 signed the “Acknowledgement And Agreement To Be Bound By  
22 Supplemental Protective Order Governing Confidential  
23 Information of Non-Party Qualcomm In This Case” attached  
24 hereto as Exhibit A, subject to the following exception:  
25 Designated QUALCOMM Material shall not be disclosed to  
26 mock jurors without Non-Party QUALCOMM’s express written  
27 consent;

28 g. The Court and its personnel.



1           23.    Access to “QUALCOMM – OUTSIDE ATTORNEYS’ EYES ONLY  
2 – CONFIDENTIAL SOURCE CODE” Material: Unless otherwise ordered by the  
3 Court or permitted in writing by Non-Party QUALCOMM, a Receiving Party may  
4 disclose any information, document, or thing designated “QUALCOMM –  
5 OUTSIDE ATTORNEYS’ EYES ONLY – CONFIDENTIAL SOURCE CODE”  
6 only to:

- 7           a.    Persons who appear on the face of Designated QUALCOMM  
8                Material as an author, addressee or recipient thereof, or persons  
9                who have been designated under FRCP 30(b)(6) to provide  
10              testimony of behalf of a Producing Party or Qualcomm regarding  
11              the same;
- 12          b.    Counsel of Record;
- 13          c.    Outside Consultants of the Receiving Party to whom disclosure  
14                is reasonably necessary for this litigation, and who have, after the  
15                date of this Supplemental Protective Order, signed the  
16                “Acknowledgement And Agreement To Be Bound By  
17                Supplemental Protective Order Governing Confidential  
18                Information of Non-Party Qualcomm In This Case” attached  
19                hereto as Exhibit A, and the “Certification Of Consultant Re  
20                Supplemental Protective Order Governing Confidential  
21                Information of Non-Party Qualcomm In This Case,” attached  
22                hereto as Exhibit B;
- 23          d.    Any designated arbitrator or mediator who is assigned to hear  
24                this matter, or who has been selected by the Parties, and his or  
25                her staff; who have, after the date of this Supplemental  
26                Protective Order, signed the “Acknowledgement And Agreement  
27                To Be Bound By Supplemental Protective Order Governing  
28                Confidential Information of Non-Party Qualcomm In This Case”

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attached hereto as Exhibit A, and the “Certification Of Consultant Re Supplemental Protective Order Governing Confidential Information of Non-Party Qualcomm In This Case,” attached hereto as Exhibit B, as well as any arbitrator’s or mediator’s staff who have also signed Exhibits A and B, provided, however, that before such disclosure, QUALCOMM is provided notice including: (a) the individual’s name and business title; (b) business address; (c) business or professions; and (d) the individual’s CV. QUALCOMM shall have five (5) business days from receipt of the notice to object in writing to such disclosure (plus three (3) extra days if notice is given other than by hand delivery, e-mail delivery or facsimile transmission). After the expiration of the 5 business days (plus 3 days, if appropriate) period, if no objection has been asserted, then “QUALCOMM – OUTSIDE ATTORNEYS’ EYES ONLY – CONFIDENTIAL SOURCE CODE” materials may be disclosed pursuant to the terms of this Supplemental Protective Order;

- e. Court reporters and videographers employed in connection with this action, subject to the provisions provided in subparagraph 33(g) herein;
- f. Professional Vendors to whom disclosure is reasonably necessary for this action, and a representative of which has signed the “Acknowledgement And Agreement To Be Bound By Supplemental Protective Order Governing Confidential Information of Non-Party Qualcomm In This Case” attached hereto as Exhibit A, subject to the following exception: Designated QUALCOMM Material shall not be disclosed to

1 mock jurors without Non-Party QUALCOMM’s express written  
2 consent; and

3 g. The Court and its personnel.

4 24. Notwithstanding the Protective Order, unless otherwise ordered or  
5 agreed in writing by Non-Party QUALCOMM, Designated QUALCOMM Material  
6 may not be disclosed to employees of a Receiving Party, including its in-house  
7 attorneys and support staff.

8 25. Notwithstanding the Protective Order, unless otherwise ordered or  
9 agreed in writing by Non-Party QUALCOMM, Designated QUALCOMM Material  
10 may not be disclosed to mock jurors.

11 26. Notwithstanding the Protective Order, unless otherwise ordered or  
12 agreed in writing by Producing Party, Designated QUALCOMM Material may not  
13 be disclosed to any in-house counsel for the Receiving Party.

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

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1           28.     Receiving Party may host “QUALCOMM – OUTSIDE ATTORNEYS’  
2 EYES ONLY” Material only on either 1) any system inside the firewall of a law  
3 firm representing the Receiving Party, or 2) inside the system of a professional ESI  
4 Vendor retained by Counsel of Record of the Receiving Party. “QUALCOMM –  
5 OUTSIDE ATTORNEYS’ EYES ONLY” Material also cannot be sent or  
6 transmitted to any person, location, or vendor outside of the United States except to  
7 Counsel of Record and Outside Consultants designated pursuant to subparagraphs  
8 22(c) and 23(c) above. To the extent that any “QUALCOMM – OUTSIDE  
9 ATTORNEYS’ EYES ONLY” Material is transmitted from or to authorized  
10 recipients outside of the Receiving Party’s Outside Counsel’s office, or outside of  
11 the ESI Vendor’s system, the transmission shall be by hand (and encrypted if in  
12 electronic format), by a secure transport carrier (e.g., Federal Express), or by  
13 encrypted electronic means. “QUALCOMM – OUTSIDE ATTORNEYS’ EYES  
14 ONLY – CONFIDENTIAL SOURCE CODE” may not be transmitted by electronic  
15 means.

16           29.     Each person to whom Designated QUALCOMM Material may be  
17 disclosed, and who is required to sign the “Acknowledgement And Agreement To  
18 Be Bound By Supplemental Protective Order Governing Confidential Information  
19 of Non-Party Qualcomm In This Case” attached hereto as Exhibit A and, if  
20 applicable, the “Certification Of Consultant Re Supplemental Protective Order  
21 Governing Confidential Information of Non-Party Qualcomm In This Case,”  
22 attached hereto as Exhibit B, shall do so, prior to the time such Designated  
23 QUALCOMM Material is disclosed to him or her. Counsel for the Receiving Party  
24 who makes any disclosure of Designated QUALCOMM Material shall retain each  
25 original executed certificate and, upon written request, shall provide copies to  
26 counsel for Non-Party QUALCOMM at the termination of this action.

27           30.     Absent written permission from Non-Party QUALCOMM, persons not  
28 permitted access to Designated QUALCOMM Material under the terms of this

1 Supplemental Protective Order shall not be present at depositions while Designated  
2 QUALCOMM Material is discussed or otherwise disclosed. Pre-trial and trial  
3 proceedings shall be conducted in a manner, subject to the supervision of the Court,  
4 to protect Designated QUALCOMM Material from disclosure to persons not  
5 authorized to have access to such Designated QUALCOMM Material. Any Party  
6 intending to disclose or discuss Designated QUALCOMM Material at pretrial or  
7 trial proceedings must give advance notice to the Producing Party to assure the  
8 implementation of the terms of this Supplemental Protective Order.

9 **E. Access By Outside Consultants**

10 31. **Notice.** If a Receiving Party wishes to disclose Designated  
11 QUALCOMM Material to any Outside Consultant, Receiving Party must, prior to  
12 the Outside Consultant being granted access to any Designated QUALCOMM  
13 Material, provide notice to counsel for Non-Party QUALCOMM, which notice shall  
14 include: (a) the individual's name and business title; (b) business address; (c)  
15 business or profession; (d) the individual's CV; (e) any previous or current  
16 relationship (personal or professional) with Non-Party QUALCOMM or any of the  
17 Parties to this action; (f) a list of other cases in which the individual has testified (at  
18 trial or deposition) within the last six years; (g) a list of all companies with which  
19 the individual has consulted or by which the individual has been employed within  
20 the last four years, the dates of the consultancy or employment, a brief description of  
21 the subject matter of the consultancy or employment, and copies of the  
22 "Acknowledgement and Agreement To Be Bound By Supplemental Protective  
23 Order Governing Confidential Information of Non-Party Qualcomm In This Case,"  
24 attached as Exhibit A, and the "Certification Of Consultant Re Supplemental  
25 Protective Order Governing Confidential Information of Non-Party Qualcomm In  
26 This Case," attached hereto as Exhibit B, that have both been signed by that Outside  
27 Consultant.

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1           32.    **Objections.** With respect to Outside Consultants that have not been  
2 previously disclosed to Non-Party QUALCOMM, Non-Party QUALCOMM shall  
3 have five (5) business days, starting from the first business day following the date  
4 upon which Receiving Party provides the notice and all information required by  
5 paragraph 31 to the Producing Party, to object for good cause in writing to such  
6 disclosure (plus three (3) extra days if notice is given in any manner other than by  
7 hand delivery, e-mail delivery or facsimile transmission). After the expiration of the  
8 5 business days (plus 3-days, if appropriate) period, if no objection for good cause  
9 has been asserted by Non-Party QUALCOMM, then Designated QUALCOMM  
10 Material may be disclosed to the Outside Consultant pursuant to the terms of this  
11 Supplemental Protective Order. Any objection by Non-Party QUALCOMM must  
12 be made for good cause, and must set forth in detail the grounds on which it is  
13 based. Should Receiving Party disagree with the basis for the objection(s),  
14 Receiving Party must first attempt to resolve the objection(s) informally with Non-  
15 Party QUALCOMM. If the informal efforts do not resolve the dispute within five  
16 (5) business days from the date upon which Receiving Party was first notified of any  
17 objection for good cause by Non-Party QUALCOMM, Receiving Party may file a  
18 motion requesting that the objection(s) be quashed after that five (5) day period has  
19 passed. Non-Party Qualcomm shall have the burden of proof by a preponderance of  
20 the evidence on the issue of the sufficiency of the objection(s). Pending a ruling by  
21 the Court upon any such objection(s), or the subsequent resolution of the objection  
22 for good cause by Receiving Party and Non-Party QUALCOMM, the discovery  
23 material shall not be disclosed to the person objected to by Non-Party  
24 QUALCOMM.

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1 **F. Production of QUALCOMM – OUTSIDE ATTORNEYS’ EYES ONLY**  
2 **– CONFIDENTIAL SOURCE CODE Material**

3 33. Non-Party QUALCOMM’s Source Code and Chip-Level Schematics:

4 a. To the extent that a Producing Party makes Non-Party  
5 QUALCOMM’s Source Code or Chip-Level Schematics  
6 available for inspection:

7 (i) The Producing Party shall make all relevant and properly  
8 requested Non-Party QUALCOMM Source Code available  
9 electronically and in text searchable form (1) if produced by  
10 Non-Party QUALCOMM, in a separate room at a secure facility  
11 selected by Non-Party QUALCOMM or (2) if produced by  
12 Defendants, at the offices of Counsel of Record for the  
13 producing Defendant or at a secure facility approved by  
14 QUALCOMM. The Producing Party shall make the Source  
15 Code available for inspection on a stand-alone, non-networked  
16 personal computer running a reasonably current version of the  
17 Microsoft Windows operating system (“Source Code  
18 Computer”). Alternatively, solely at the option of the Producing  
19 Party, the Producing Party may make such source code available  
20 on a Source Code Computer that is networked, in a configuration  
21 deemed secure by Non-Party QUALCOMM. The Source Code  
22 Computer shall be configured to permit review of the Source  
23 Code through a password-protected account having read-only  
24 access. To facilitate review of the Source Code at the secure  
25 facility, the Receiving Party may use appropriate tool software  
26 on the Source Code Computer, which shall be installed by the  
27 Producing Party, including at least one text editor like Visual  
28 Slick Edit that is capable of printing out Source Code with page

1 and/or line numbers, a source code comparison tool like Araxis  
2 Merge, and at least one multi-text file text search tool such as  
3 “grep.” Should it be necessary, other mutually agreed upon tools  
4 may be used. Licensed copies of other mutually agreed upon tool  
5 software shall be installed on the Source Code Computer by the  
6 Producing Party and paid for by the Receiving Party.

7 (ii) The Producing Party shall make all relevant and properly  
8 requested Chip-Level Schematics available for inspection  
9 electronically on the Source Code Computer in a secure room at  
10 a secure facility selected by Non-Party QUALCOMM. The  
11 Producing Party shall ensure that the Source Code Computer  
12 includes software sufficient to allow a user to view such  
13 electronic Chip-Level Schematics.

- 14 b. The Producing Party shall provide access to the Source Code  
15 Computer during the normal operating hours of the secure  
16 facility.
- 17 c. The Source Code Computer shall be equipped to allow printing  
18 of the Source Code and Chip-Level Schematics made available  
19 for inspection by the Producing Party. Copies of Source Code  
20 and Chip-Level Schematics shall only be made on watermarked  
21 pre-Bates numbered paper, which shall be provided by the  
22 Producing Party. Under no circumstances are original printouts  
23 of the Source Code or Chip-Level Schematics to be made except  
24 for directly onto the watermarked and numbered sides of the  
25 paper provided by the Producing Party. Additionally, the  
26 Receiving Party may not print any continuous block of source  
27 code that results in more than 50 consecutive printed pages,  
28 except that Authorized Reviewer(s) may request the printing of a



1 continuous block of more than 50 pages, which request shall not  
2 be unreasonably denied by the Producing Party. Counsel for the  
3 Producing Party will keep the original printouts, and shall  
4 provide copies of such original printouts to counsel for the  
5 Receiving Party within four (4) business days of (1) any request  
6 by the Receiving Party, or (2) otherwise being notified that such  
7 original printouts have been made or designated. Counsel of  
8 Record for the Receiving Party may request up to 10 copies of  
9 each original printout of Source Code or Chip-Level Schematics.  
10 No more than 10% or 500 pages of the total Source Code (not  
11 including copies of original printouts) whichever is greater, for  
12 any software release (or in the case of hardware Source Code, for  
13 any hardware product), no more than 500 pages of Chip-Level  
14 Schematics, and no continuous blocks of Source Code or Chip-  
15 Level Schematics that exceed 50 pages, may be in printed form  
16 at any one time, without the express written consent of Non-  
17 Party QUALCOMM, which shall not be unreasonably denied.  
18 All printed Source Code and Chip-Level Schematics shall be  
19 logged by Receiving Party's Counsel of Record and/or other  
20 Personnel Retained by a Receiving Party in this action as noted  
21 in subparagraph 33 (i) below. No additional electronic copies of  
22 the Source Code or Chip-Level Schematics shall be provided by  
23 the Producing Party. Hard copies of the Source Code or Chip-  
24 Level Schematics also may not be converted into an electronic  
25 document, and may not be scanned using optical character  
26 recognition ("OCR") technology. Only printouts of Source Code  
27 and Chip-Level Schematics may be made, and such printouts  
28 must include (1) directory path information and filenames from

1 which the Source Code and Chip-Level Schematics came and (2)  
2 line numbers. The Producing Party may refuse to provide copies  
3 of Source Code and Chip-Level Schematics printouts that fail to  
4 comply with this section.

5 d. Authorized Reviewer(s) in this action shall not print Source  
6 Code or Chip-Level Schematics which have not been reviewed  
7 on the Source Code Computer, or in order to review the Source  
8 Code or Chip-Level Schematics elsewhere in the first instance,  
9 i.e., as an alternative to reviewing that Source Code or Chip-  
10 Level Schematics electronically on the Source Code Computer,  
11 as the Parties and QUALCOMM acknowledge and agree that the  
12 purpose of the protections herein would be frustrated by such  
13 actions.

14 e. Authorized Reviewer(s) are prohibited from bringing outside  
15 electronic devices, including but not limited to laptops, floppy  
16 drives, zip drives, or other hardware into the secure room. Nor  
17 shall any cellular telephones, personal digital assistants (PDAs),  
18 Blackberries, cameras, voice recorders, Dictaphones, external or  
19 portable telephone jacks or other outside electronic devices be  
20 permitted inside the secure room, except for medical devices,  
21 implants, or equipment reasonably necessary for any legitimate  
22 medical reason.

23 f. If any Authorized Reviewer(s) reviewing Non-Party  
24 QUALCOMM's Source Code or Chip-Level Schematics seeks to  
25 take notes, all such notes will be taken on bound (spiral or other  
26 type of permanently bound) notebooks. No loose paper or other  
27 paper that can be used in a printer may be brought into the secure  
28 room.

- 1 g. In the event copies of Source Code or Chip-Level Schematic  
2 printouts are used as exhibits in a deposition, additional copies  
3 may be made for the witness and outside counsel for the parties.  
4 The printouts shall not be provided to the court reporter, except  
5 that the one copy for the witness which will be used as an exhibit  
6 can be provided to the court reporter for the purpose of marking  
7 the exhibit, and the further copies of the original QUALCOMM  
8 Source Code or Chip-Level Schematics printouts made for the  
9 deposition or trial shall be destroyed at the conclusion of the  
10 deposition or trial. The original copies of deposition exhibits  
11 designated “QUALCOMM – OUTSIDE ATTORNEYS’ EYES  
12 ONLY – CONFIDENTIAL SOURCE CODE” will be  
13 maintained by the deposing party under the terms set forth in this  
14 Supplemental Protective Order.
- 15 h. In addition to other reasonable steps to maintain the security and  
16 confidentiality of Non-Party QUALCOMM’s Source Code and  
17 Chip-Level Schematics, printed copies of the Designated Source  
18 Code Material maintained by the Receiving Party must be kept in  
19 a locked storage container when not being actively reviewed or  
20 otherwise being transferred as permitted by the Protective Order  
21 and/or this Supplemental Protective Order.
- 22 i. The Receiving Party’s Counsel of Record shall keep log(s)  
23 recording the identity of each individual beyond Counsel of  
24 Record to whom each hard copy of each Producing Party’s  
25 QUALCOMM Source Code or Chip-Level Schematics is  
26 provided and when it was provided to that person in the first  
27 instance, and within thirty (30) days after the issuance of a final,  
28 non-appealable decision resolving all issues in this action, the

1 Receiving Party must serve upon Non-Party QUALCOMM the  
2 log. In addition, any Outside Consultants of the Receiving Party  
3 to whom the paper copies of the QUALCOMM Source Code or  
4 Chip-Level Schematics were provided must certify in writing  
5 that all copies of the QUALCOMM Source Code or Chip-Level  
6 Schematics were destroyed or returned to the counsel who  
7 provided them the information and that they will make no use of  
8 the Source Code or Chip-Level Schematics, or of any knowledge  
9 gained from the source code in any future endeavor.

10 **G. Procedure for Designating Materials**

11 34. Subject to the limitations set forth in the Protective Order and in this  
12 Supplemental Protective Order, any Party or Non-Party QUALCOMM may:  
13 designate as “QUALCOMM – OUTSIDE ATTORNEYS’ EYES ONLY” or  
14 information that it believes, in good faith, meets the definition set forth in paragraph  
15 2 above; and designate as “QUALCOMM – OUTSIDE ATTORNEYS’ EYES  
16 ONLY – CONFIDENTIAL SOURCE CODE” information that it believes, in good  
17 faith, meets the definition set forth in paragraph 5 above.

18 35. Except as provided above in paragraph 33 with respect to  
19 “QUALCOMM – OUTSIDE ATTORNEYS’ EYES ONLY – CONFIDENTIAL  
20 SOURCE CODE” Material, any material, including (including physical objects)  
21 made available by Non-Party QUALCOMM for initial inspection by counsel for the  
22 Receiving Party prior to producing copies of selected items shall initially be  
23 considered, as a whole, to constitute “QUALCOMM – OUTSIDE ATTORNEYS’  
24 EYES ONLY” information, and shall be subject to this Order. Thereafter, Non-  
25 Party QUALCOMM shall have seven (7) calendar days from the inspection to  
26 review and designate the appropriate documents as “QUALCOMM – OUTSIDE  
27 ATTORNEYS’ EYES ONLY” prior to furnishing copies to the Receiving Party.

1 a. Any disagreement with regard to designations of QUALCOMM  
2 Material under this supplemental protective order shall be  
3 governed by Article E of the protective order entered in the  
4 above-captioned case on December 8, 2014, Dkt. No. 72.

5 36. Designation in conformity with the Protective Order and this  
6 Supplemental Protective Order shall be made as follows:

7 a. For information in documentary (including “electronically stored  
8 information”) form (apart from transcripts of depositions or other  
9 pretrial or trial proceedings): the Designating Party shall affix  
10 the legend “QUALCOMM – OUTSIDE ATTORNEYS’ EYES  
11 ONLY” or “QUALCOMM – OUTSIDE ATTORNEYS’ EYES  
12 ONLY – CONFIDENTIAL SOURCE CODE” conspicuously on  
13 each page that contains Protected Material.

14 A party or non-party that makes original documents or  
15 materials available for inspection need not designate them for  
16 protection until after the Receiving Party has indicated which  
17 material it would like copied or produced. Before and during the  
18 inspection, all material made available for inspection shall be  
19 deemed “QUALCOMM – OUTSIDE ATTORNEYS’ EYES  
20 ONLY.” After the Receiving Party has identified the documents  
21 it wants copied and produced, the Producing Party must  
22 determine which documents, or portions thereof, qualify for  
23 protection under this Order and, before producing the specified  
24 documents, the Producing Party must affix the appropriate  
25 legend to each page that contains Designated QUALCOMM  
26 Material.

27 b. For Testimony Given in Deposition: For deposition transcripts,  
28 the Designating Party shall specify any portions of the testimony

1 that it wishes to designate, by line and page number, no later than  
2 20 business days after the final transcript of the deposition has  
3 been received. The Party or Non-Party may identify the entirety  
4 of the transcript as “QUALCOMM – OUTSIDE ATTORNEYS’  
5 EYES ONLY” or “QUALCOMM – OUTSIDE ATTORNEYS’  
6 EYES ONLY – CONFIDENTIAL SOURCE CODE,” but all  
7 deposition transcripts not designated during the deposition will  
8 nonetheless be treated as “QUALCOMM – OUTSIDE  
9 ATTORNEYS’ EYES ONLY” or “QUALCOMM – OUTSIDE  
10 ATTORNEYS’ EYES ONLY – CONFIDENTIAL SOURCE  
11 CODE,” until the time within which it may be appropriately  
12 designated as provided for herein has passed. Any Protected  
13 Material that is used in the taking of a deposition shall remain  
14 subject to the provisions of this Supplemental Protective Order  
15 and the Protective Order in these actions, along with the  
16 transcript pages of the deposition testimony dealing with such  
17 Protected Material. In such cases the court reporter shall be  
18 informed of this Supplemental Protective Order and shall be  
19 required to operate in a manner consistent with this  
20 Supplemental Protective Order. Transcript pages containing  
21 Designated Material must be separately bound by the court  
22 reporter, who must affix to the top of each such page the legend  
23 “QUALCOMM – OUTSIDE ATTORNEYS’ EYES ONLY”  
24 and/or “QUALCOMM – OUTSIDE ATTORNEYS’ EYES  
25 ONLY – CONFIDENTIAL SOURCE CODE.” An encrypted,  
26 password protected copy of deposition transcripts containing  
27 Designated Qualcomm Material made pursuant to this paragraph  
28 may be hosted electronically by the Receiving Party on any

1 system inside the firewall of a law firm representing the  
2 Receiving Party, however, all other restrictions in this  
3 Supplemental Protective Order pertaining to Designated Source  
4 Code Material apply. In the event the deposition is videotaped,  
5 the original and all copies of the videotape shall be marked by  
6 the video technician to indicate that the contents of the videotape  
7 are subject to this Supplemental Protective Order and the  
8 Protective Order, substantially along the lines of “This videotape  
9 contains confidential or outside counsel eyes only confidential  
10 testimony used in this case and is not to be viewed or the  
11 contents thereof to be displayed or revealed except pursuant to  
12 the terms of the operative protective orders in this matter or  
13 pursuant to written stipulation of the parties.” Counsel for any  
14 Designating Party shall have the right to exclude from oral  
15 depositions, other than the deponent, deponent’s counsel, and the  
16 reporter and videographer (if any), any person who is not  
17 authorized by the Protective Orders in this action to receive or  
18 access Protected Material based on the designation of such  
19 Protected Material.

20 c. For information produced in some form other than documentary,  
21 and for any other tangible items, the Designating Party shall  
22 affix, in a prominent place on the exterior of the medium,  
23 container or containers in which the information or item is  
24 stored, the appropriate legend.

25 d. The provisions of subparagraphs 36(a-c) do not apply to  
26 documents produced in native format. For documents produced  
27 in native format, the parties shall provide written notice to the  
28

1                               Receiving Party of any confidentiality designations at the time of  
2                               production.

3 **H.    Use of Designated QUALCOMM Material**

4               37.    Use of Designated QUALCOMM Material By Receiving Party:  
5 Unless otherwise ordered by the Court, or agreed to in writing by Non-Party  
6 QUALCOMM, all Designated QUALCOMM Material, and all information derived  
7 therefrom, shall be used by the Receiving Party only for purposes of this action, and  
8 shall not be used in any other way, or for any other purpose, including the  
9 acquisition, preparation or prosecution before the Patent office of any patent, patent  
10 application, for drafting or revising patent claims, or in connection with patent  
11 licensing or product development work directly or indirectly intended for  
12 commercial purposes related to the particular technologies or information disclosed  
13 in the Designated QUALCOMM Material. Information contained or reflected in  
14 Designated QUALCOMM Material shall not be disclosed in conversations,  
15 presentations by parties or counsel, in court or in other settings that might reveal  
16 Designated QUALCOMM Material, except in accordance with the terms of the  
17 Protective Order or this Supplemental Protective Order.

18               38.    Use of Designated QUALCOMM Material by Non-Party  
19 QUALCOMM: Nothing in this Supplemental Protective Order shall limit Non-  
20 Party QUALCOMM's use of its own documents and information, nor shall it  
21 prevent Non-Party QUALCOMM from disclosing its own confidential information,  
22 documents or things to any person. Such disclosure shall not affect any designations  
23 made pursuant to the terms of this Supplemental Protective Order, so long as the  
24 disclosure is made in a manner that is reasonably calculated to maintain the  
25 confidentiality of the information.

26               39.    Use of Designated QUALCOMM Material at Deposition: Non-Party  
27 QUALCOMM shall, on request prior to the deposition, make a searchable electronic  
28 copy of the QUALCOMM Source Code available on a stand-alone computer



1 connected to a printer during depositions of QUALCOMM personnel otherwise  
2 permitted access to such Source Code. To the extent required, the party conducting  
3 the deposition may print additional pages of Source Code printouts to be marked as  
4 exhibits at such depositions consistent with other provisions and limitations of the  
5 Protective Order and this Supplemental Protective Order. Except as may be  
6 otherwise ordered by the Court, any person may be examined as a witness at  
7 depositions and trial, and may testify concerning all Designated QUALCOMM  
8 Material of which such person has prior knowledge.

9       40. Use of Designated QUALCOMM Material at Hearing or Trial: The  
10 parties will give Non-Party QUALCOMM prior notice of, and an opportunity to  
11 object to, any intended use of the Designated QUALCOMM Material at any hearing  
12 or trial in this case. Said notice shall (a) be served by facsimile or email on counsel  
13 for Non-Party QUALCOMM at least five (5) business days prior to the hearing or  
14 first day of trial, (2) identify the Designated QUALCOMM Material with specificity  
15 while redacting any other Party's Confidential Business Information and (3) identify  
16 the measures the party intends to rely upon to protect the Designated QUALCOMM  
17 Material when used at any hearing or trial consistent with this Supplemental  
18 Protective Order. This section shall not limit in any way the use of Designated  
19 QUALCOMM Material during the cross-examination of any witness otherwise  
20 permitted access to such Designated QUALCOMM Material, as long as the parties  
21 take all necessary steps to protect and maintain the confidentiality of any such  
22 Designated QUALCOMM Material.

23 **I. Prosecution and Development Bar**

24       41. Unless otherwise permitted in writing between Producing Party and  
25 Receiving Party, any individual who personally receives, other than on behalf of  
26 Producing Party, any material designated "QUALCOMM – OUTSIDE  
27 ATTORNEYS' EYES ONLY" or "QUALCOMM – OUTSIDE ATTORNEYS'  
28 EYES ONLY – CONFIDENTIAL SOURCE CODE" shall not participate in

1 amending or drafting patent specifications or claims before a Patent Office of any  
2 patent or patent application related to the information disclosed in the Designated  
3 QUALCOMM Material, from the time of receipt of such material through the date  
4 the individual person(s) cease to have access to materials designated  
5 “QUALCOMM – OUTSIDE ATTORNEYS’ EYES ONLY” or “QUALCOMM –  
6 OUTSIDE ATTORNEYS’ EYES ONLY – CONFIDENTIAL SOURCE CODE,” as  
7 well as any materials that contain or disclose Designated QUALCOMM Material.  
8 This provision shall not apply to post-grant proceedings, including without  
9 limitation reexamination, inter-partes review or opposition proceedings filed in  
10 relation to the patents-in-suit or foreign counterparts.

11 42. Unless otherwise permitted in writing between Non-Party  
12 QUALCOMM and Receiving Party, any Outside Consultant retained on behalf of  
13 Receiving Party who is to be given access to Non-Party QUALCOMM’s  
14 documents, Source Code, or Chip-Level Schematics designated as “QUALCOMM –  
15 OUTSIDE ATTORNEYS’ EYES ONLY” or “QUALCOMM – OUTSIDE  
16 ATTORNEYS’ EYES ONLY – CONFIDENTIAL SOURCE CODE” must agree in  
17 writing, using the form in Exhibit B, not to perform hardware or software  
18 development work or product development work directly or indirectly intended for  
19 commercial purposes related to the information disclosed in the Designated  
20 QUALCOMM Material, which is not publicly known, from the time of first receipt  
21 of such material through the date the expert consultant ceases to have access to any  
22 material designated “QUALCOMM – OUTSIDE ATTORNEYS’ EYES ONLY” or  
23 “QUALCOMM – OUTSIDE ATTORNEYS’ EYES ONLY – CONFIDENTIAL  
24 SOURCE CODE,” as well as any materials that contain or disclose Designated  
25 QUALCOMM Material.

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1 **J. Designated QUALCOMM Material Subpoenaed or Ordered Produced In**  
2 **Other Litigation**

3 43. If a Receiving Party is served with a subpoena or a court order that  
4 would compel disclosure of any information, documents or things designated in this  
5 action as “QUALCOMM – OUTSIDE ATTORNEYS’ EYES ONLY” or  
6 “QUALCOMM –OUTSIDE ATTORNEYS’ EYES ONLY – CONFIDENTIAL  
7 SOURCE CODE,” Receiving Party must notify the Producing Party and Non-Party  
8 QUALCOMM of such information, documents or things, in writing (by fax and  
9 email) promptly, and in no event more than ten (10) calendar days after receiving  
10 the subpoena or order. Such notification must include a copy of the subpoena or  
11 order. Receiving Party also must immediately inform, in writing, the party who  
12 caused the subpoena or order to issue that some or all of the material covered by the  
13 subpoena or order is subject to this Supplemental Protective Order and the  
14 Protective Order. In addition, the Receiving Party must provide a copy of this  
15 Supplemental Protective Order and the Protective Order promptly to the party in the  
16 other action that caused the subpoena or order to issue. The purpose of imposing  
17 these duties is to alert the interested parties to the existence of this Supplemental  
18 Protective Order and the Protective Order, and to afford the Party whose Designated  
19 QUALCOMM Material in this case, is at issue in the other case, an opportunity to  
20 try to protect its confidentiality interests in the court from which the subpoena or  
21 order issued. Producing Party shall bear the burdens and the expenses of seeking  
22 protection in that court of its Designated QUALCOMM Material. Nothing in these  
23 provisions should be construed as authorizing or encouraging any Receiving Party  
24 in this action to disobey a lawful directive from another court.

25 **K. Unauthorized Disclosure Of Designated QUALCOMM Material**

26 44. If a Receiving Party learns that, by inadvertence or otherwise, it has  
27 disclosed Designated QUALCOMM Material to any person or in any circumstance  
28 not authorized under this Order, the Receiving Party must immediately (a) notify in

1 writing Producing Party and Non-Party QUALCOMM of the unauthorized  
2 disclosures, (b) use its best efforts to retrieve all copies of the Designated  
3 QUALCOMM Material, (c) inform the person or persons to whom unauthorized  
4 disclosures were made of all the terms of this Order, and (d) request such person or  
5 persons to execute the “Acknowledgment and Agreement to Be Bound By  
6 Supplemental Protective Order Governing Confidential Information of Non-Party  
7 Qualcomm In This Case” that is attached hereto as Exhibit A. Nothing in these  
8 provisions should be construed as limiting any Producing Party’s rights to seek  
9 remedies for a violation of this Supplemental Protective Order.

10 **L. Duration**

11 45. Even after the termination of this action, the confidentiality obligations  
12 imposed by this Supplemental Protective Order shall remain in effect following the  
13 termination of this action, or until Non-Party QUALCOMM agrees otherwise in  
14 writing or a court order otherwise directs.

15 **M. Final Disposition**

16 46. Unless otherwise ordered or agreed in writing by Producing Party,  
17 within sixty (60) days of the termination of all of this action, whether through  
18 settlement or final judgment (including any and all appeals therefrom), each  
19 Receiving Party, including Outside Counsel for each Receiving Party, will destroy  
20 all Designated QUALCOMM Material produced by Non-Party QUALCOMM or  
21 any other Party in this action and will destroy or redact any such Designated  
22 QUALCOMM Material included in work product, pleadings, motion papers, legal  
23 memoranda, correspondence, trial transcripts and trial exhibits admitted into  
24 evidence (“derivations”) and all copies thereof, with the exception of copies stored  
25 on back-up tapes or other disaster recovery media. Within sixty (60) days of the  
26 date of settlement or final judgment, each Receiving Party shall serve Non-Party  
27 QUALCOMM with a certification stating that it, including its Outside Counsel, has  
28 complied with its obligations under this paragraph. With respect to any copy of

1 Designated QUALCOMM Material or derivation thereof that remains on back-up  
2 tapes and other disaster storage media of an Authorized Reviewer(s), neither the  
3 Authorized Reviewer(s) nor its consultants, experts, counsel or other party acting on  
4 its behalf shall make copies of any such information available to any person for any  
5 purpose other than backup or disaster recovery unless compelled by law and, in that  
6 event, only after thirty (30) days prior notice to Producing Party or such shorter  
7 period as required by court order, subpoena, or applicable law.

8  
9 Dated: September 10, 2015



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Hon. Douglas F. McCormick  
United States Magistrate Judge

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**EXHIBIT A**

**ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND BY  
SUPPLEMENTAL PROTECTIVE ORDER GOVERNING CONFIDENTIAL  
INFORMATION OF NON-PARTY QUALCOMM IN THIS CASE**

I, \_\_\_\_\_ [print or type full name],  
state: My business address is  
\_\_\_\_\_;

1. My present employer is  
\_\_\_\_\_;

2. My present occupation or job description is  
\_\_\_\_\_;

3. I have been informed of and have reviewed the Supplemental  
Protective Order Governing Discovery from Non-Party QUALCOMM in this case  
(the "Supplemental Protective Order") entered in this case, and understand and  
agree to abide by its terms. I agree to keep confidential all information provided to  
me in the matters of \_\_\_\_\_,  
Civil Action No(s). \_\_\_\_\_  
\_\_\_\_\_ in the United States District Court, Central  
District of California in accordance with the restrictions in the Supplemental  
Protective Order, and to be subject to the authority of that Court in the event of any  
violation or dispute related to the Supplemental Protective Order.

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

\_\_\_\_\_  
[Signature]

Executed On \_\_\_\_\_  
\_\_\_\_\_  
[Printed Name]

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**EXHIBIT B**

**CERTIFICATION OF CONSULTANT RE SUPPLEMENTAL  
PROTECTIVE ORDER GOVERNING CONFIDENTIAL INFORMATION  
OF NON-PARTY QUALCOMM IN THIS CASE**

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 QUALCOMM and  
will not use any information, documents, or things that are subject to the  
Supplemental Protective Order Governing Discovery From Non-Party  
QUALCOMM in \_\_\_\_\_ v. \_\_\_\_\_, Civil  
Action No(s). \_\_\_\_\_ in the United States  
District Court, Central District of California, for any purpose other than this  
litigation. I agree not to perform hardware or software development work or  
product development work intended for commercial purposes related to the  
information disclosed in the Designated QUALCOMM Material, from the time of  
receipt of such material through and including the date that I cease to have access to  
any material designated “QUALCOMM – OUTSIDE ATTORNEYS’ EYES  
ONLY” or “QUALCOMM – OUTSIDE ATTORNEYS’ EYES ONLY –  
CONFIDENTIAL SOURCE CODE.”

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

\_\_\_\_\_  
[Signature]

Executed On \_\_\_\_\_  
\_\_\_\_\_  
[Printed Name]