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8  
 9 UNITED STATES DISTRICT COURT  
 CENTRAL DISTRICT OF CALIFORNIA  
 SOUTHERN DIVISION

10 NEXUS DISPLAY TECHNOLOGIES,  
 11 LLC,  
 Plaintiff,  
 12 v.  
 13 VIEWSONIC CORP.  
 Defendant.

14 NEXUS DISPLAY TECHNOLOGIES,  
 15 LLC,  
 Plaintiff,  
 16 v.  
 17 LG ELECTRONICS INC. et al.  
 Defendant.

18 NEXUS DISPLAY TECHNOLOGIES,  
 19 LLC,  
 Plaintiff,  
 20 v.  
 21 ACER INC. and ACER AMERICA  
 CORPORATION  
 Defendants.

22 NEXUS DISPLAY TECHNOLOGIES,  
 23 LLC,  
 Plaintiff,  
 24 v.  
 25 ASUSTek COMPUTER INC. and ASUS  
 COMPUTER INTERNATIONAL  
 Defendants.

Case No. 2:14-cv-05691-JVS (DFMx)  
 Case No. 2:14-cv-05694-JVS (DFMx)  
 Case No. 2:15-cv-02400-JVS (DFMx)  
 Case No. 2:15-cv-02401-JVS (DFMx)  
**Case No. 8:14-cv-01118-JVS (DFMx)**

Honorable James V. Selna

**PROTECTIVE ORDER**

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**ACER INC. and ACER AMERICA CORPORATION**

1 **1. PURPOSES AND LIMITATIONS**

2 Disclosure and discovery activity in this action are likely to involve  
3 production of confidential, proprietary, or private information for which special  
4 protection from public disclosure and from use for any purpose other than  
5 prosecuting this litigation may be warranted. Accordingly, the parties hereby  
6 stipulate to and petition the court to enter the following Stipulated Protective  
7 Order. The parties acknowledge that this Order does not confer blanket protections  
8 on all disclosures or responses to discovery and that the protection it affords from  
9 public disclosure and use extends only to the limited information or items that are  
10 entitled to confidential treatment under the applicable legal principles. The parties  
11 further acknowledge, as set forth in Section 14.4, below, that this Stipulated  
12 Protective Order does not entitle them to file confidential information under seal;  
13 Local Civil Rule 79-5.1 sets forth the procedures that must be followed and the  
14 standards that will be applied when a party seeks permission from the court to file  
15 material under seal.

16 **2. DEFINITIONS**

17 2.1 Challenging Party: a Party or Non-Party that challenges the  
18 designation of information or items under this Order.

19 2.2 “CONFIDENTIAL” Information or Items: information (regardless of  
20 how it is generated, stored or maintained) or tangible things that qualify for  
21 protection under Federal Rule of Civil Procedure 26(c).

22 2.3 Counsel (without qualifier): Outside Counsel of Record and House  
23 Counsel (as well as their support staff).

24 2.4 Designating Party: a Party or Non-Party that designates information or  
25 items that it produces in disclosures or in responses to discovery as  
26 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES  
27 ONLY.”

1           2.5 Disclosure or Discovery Material: all items or information, regardless  
2 of the medium or manner in which it is generated, stored, or maintained (including,  
3 among other things, testimony, transcripts, and tangible things), that are produced  
4 or generated in disclosures or responses to discovery in this matter.

5           2.6 Expert: a person with specialized knowledge or experience in a matter  
6 pertinent to the litigation who (1) has been retained by a Party or its counsel to  
7 serve as an expert witness or as a consultant in this action, (2) is not a past or  
8 current employee of a Party or of a Party's competitor, and (3) at the time of  
9 retention, is not anticipated to become an employee of a Party or of a Party's  
10 competitor.

11           2.7 "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY"  
12 Information or Items: extremely sensitive "Confidential Information or Items,"  
13 disclosure of which to another Party or Non-Party would create a substantial risk of  
14 serious harm that could not be avoided by less restrictive means.

15           2.8 House Counsel: no more than four attorneys who are employees of a  
16 party to this action. House Counsel does not include Outside Counsel of Record or  
17 any other outside counsel. House Counsel for Plaintiff may include, as a part of  
18 the four total individuals under this Paragraph, the following individual as a  
19 designated attorney representative, who will be treated as if they were an attorney  
20 who is an employee of Plaintiff for the purposes of this Protective Order (including  
21 being subject to the requirement to sign Exhibit A set forth in paragraph 7.2(b)):  
22 Cristin Wagner.

23           2.9 Non-Party: any natural person, partnership, corporation, association,  
24 or other legal entity not named as a Party to this action.

25           2.10 Outside Counsel of Record: attorneys who are not employees of a  
26 party to this action but are retained to represent or advise a party to this action and

1 have appeared in this action on behalf of that party or are affiliated with a law firm  
2 which has appeared on behalf of that party.

3 2.11 Party: any party to this action, including all of its officers, directors,  
4 employees, consultants, retained experts, and Outside Counsel of Record (and their  
5 support staffs).

6 2.12 Producing Party: a Party or Non-Party that produces Disclosure or  
7 Discovery Material in this action.

8 2.13 Professional Vendors: persons or entities that provide litigation  
9 support services (e.g., photocopying, videotaping, translating, preparing exhibits or  
10 demonstrations, and organizing, storing, or retrieving data in any form or medium)  
11 and their employees and subcontractors.

12 2.14 Protected Material: any Disclosure or Discovery Material that is  
13 designated as “CONFIDENTIAL,” as “HIGHLY CONFIDENTIAL –  
14 ATTORNEYS’ EYES ONLY.”

15 2.15 Receiving Party: a Party that receives Disclosure or Discovery  
16 Material from a Producing Party.

17 **3. SCOPE**

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

23 However, the protections conferred by this Stipulation and Order do not cover the  
24 following information: (a) any information that is in the public domain at the time  
25 of disclosure to a Receiving Party or becomes part of the public domain after its  
26 disclosure to a Receiving Party as a result of publication not involving a violation  
27 of this Order, including becoming part of the public record through trial or

1 otherwise; and (b) any information known to the Receiving Party prior to the  
2 disclosure or obtained by the Receiving Party after the disclosure from a source  
3 who obtained the information lawfully and under no obligation of confidentiality to  
4 the Designating Party.

5 **4. DURATION**

6 Even after final disposition of this litigation, the confidentiality obligations  
7 imposed by this Order shall remain in effect until a Designating Party agrees  
8 otherwise in writing or a court order otherwise directs. Final disposition shall be  
9 deemed to be the later of (1) dismissal of all claims and defenses in this action,  
10 with or without prejudice; and (2) final judgment herein after the completion and  
11 exhaustion of all appeals, rehearings, remands, trials, or reviews of this action,  
12 including the time limits for filing any motions or applications for extension of  
13 time pursuant to applicable law.

14 **5. DESIGNATING PROTECTED MATERIAL**

15 5.1 Exercise of Restraint and Care in Designating Material for Protection.

16 Each Party or Non-Party that designates information or items for protection under  
17 this Order must take care to limit any such designation to specific material that  
18 qualifies under the appropriate standards. To the extent it is practical to do so, the  
19 Designating Party must designate for protection only those parts of material,  
20 documents, items, or oral or written communications that qualify – so that other  
21 portions of the material, documents, items, or communications for which  
22 protection is not warranted are not swept unjustifiably within the ambit of this  
23 Order.

24 Mass, indiscriminate, or routinized designations are prohibited.  
25 Designations that are shown to be clearly unjustified or that have been made for an  
26 improper purpose (e.g., to unnecessarily encumber or retard the case development  
27

1 process or to impose unnecessary expenses and burdens on other parties) expose  
2 the Designating Party to sanctions.

3 If it comes to a Designating Party's attention that information or items that it  
4 designated for protection do not qualify for protection at all or do not qualify for  
5 the level of protection initially asserted, that Designating Party must promptly  
6 notify all other parties that it is withdrawing the mistaken designation.

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

13 (a) for information in documentary form (e.g., paper or electronic  
14 documents, but excluding transcripts of depositions or other pretrial or trial  
15 proceedings), that the Producing Party affix the legend "CONFIDENTIAL" or  
16 "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY" to each page that  
17 contains protected material. If only a portion or portions of the material on a page  
18 qualifies for protection, the Producing Party also must clearly identify the  
19 protected portion(s) (e.g., by making appropriate markings in the margins) and  
20 must specify, for each portion, the level of protection being asserted.

21 A Party or Non-Party that makes original documents or materials available  
22 for inspection need not designate them for protection until after the inspecting  
23 Party has indicated which material it would like copied and produced. During the  
24 inspection and before the designation, all of the material made available for  
25 inspection shall be deemed "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES  
26 ONLY." After the inspecting Party has identified the documents it wants copied  
27 and produced, the Producing Party must determine which documents, or portions

1 thereof, qualify for protection under this Order. Then, before producing the  
2 specified documents, the Producing Party must affix the appropriate legend  
3 (“CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES  
4 ONLY”) to each page that contains Protected Material. If only a portion or  
5 portions of the material on a page qualifies for protection, the Producing Party also  
6 must clearly identify the protected portion(s) (e.g., by making appropriate  
7 markings in the margins) and must specify, for each portion, the level of protection  
8 being asserted.

9 (b) for testimony given in deposition or in other pretrial or trial  
10 proceedings, that the Designating Party identify on the record, before the close of  
11 the deposition, hearing, or other proceeding, all protected testimony and specify  
12 the level of protection being asserted. When it is impractical to identify separately  
13 each portion of testimony that is entitled to protection and it appears that  
14 substantial portions of the testimony may qualify for protection, the Designating  
15 Party may invoke on the record (before the deposition, hearing, or other  
16 proceeding is concluded) a right to have up to 21 days to identify the specific  
17 portions of the testimony as to which protection is sought and to specify the level  
18 of protection being asserted. Only those portions of the testimony that are  
19 appropriately designated for protection within the 21 days shall be covered by the  
20 provisions of this Stipulated Protective Order. Alternatively, a Designating Party  
21 may specify, at the deposition or up to 21 days afterwards if that period is properly  
22 invoked, that the entire transcript shall be treated as “CONFIDENTIAL” or  
23 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY.”

24 Parties shall give the other parties notice if they reasonably expect a  
25 deposition, hearing or other proceeding to include Protected Material so that the  
26 other parties can ensure that only authorized individuals who have signed the  
27 “Acknowledgment and Agreement to Be Bound” (Exhibit A) are present at those



1 proceedings. The use of a document as an exhibit at a deposition shall not in any  
2 way affect its designation as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL  
3 – ATTORNEYS’ EYES ONLY.”

4 Transcripts containing Protected Material shall have an obvious legend on  
5 the title page that the transcript contains Protected Material, and the title page shall  
6 be followed by a list of all pages (including line numbers as appropriate) that have  
7 been designated as Protected Material and the level of protection being asserted by  
8 the Designating Party. The Designating Party shall inform the court reporter of  
9 these requirements. Any transcript that is prepared before the expiration of a 21-  
10 day period for designation shall be treated during that period as if it had been  
11 designated “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” in its  
12 entirety unless otherwise agreed. After the expiration of that period, the transcript  
13 shall be treated only as actually designated.

14 (c) for information produced in some form other than documentary  
15 and for any other tangible items, that the Producing Party affix in a prominent  
16 place on the exterior of the container or containers in which the information or  
17 item is stored the legend “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL –  
18 ATTORNEYS’ EYES ONLY.” If only a portion or portions of the information or  
19 item warrant protection, the Producing Party, to the extent practicable, shall  
20 identify the protected portion(s) and specify the level of protection being asserted.

21 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent  
22 failure to designate qualified information or items does not, standing alone, waive  
23 the Designating Party’s right to secure protection under this Order for such  
24 material. Upon timely correction of a designation, the Receiving Party must make  
25 reasonable efforts to assure that the material is treated in accordance with the  
26 provisions of this Order.

1 **6. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

2 6.1 Timing of Challenges. Any Party or Non-Party may challenge a  
3 designation of confidentiality at any time. Unless a prompt challenge to a  
4 Designating Party’s confidentiality designation is necessary to avoid foreseeable,  
5 substantial unfairness, unnecessary economic burdens, or a significant disruption  
6 or delay of the litigation, a Party does not waive its right to challenge a  
7 confidentiality designation by electing not to mount a challenge promptly after the  
8 original designation is disclosed.

9 6.2 Meet and Confer. The Challenging Party shall initiate the dispute  
10 resolution process by providing written notice of each designation it is challenging  
11 and describing the basis for each challenge. To avoid ambiguity as to whether a  
12 challenge has been made, the written notice must recite that the challenge to  
13 confidentiality is being made in accordance with this specific paragraph of the  
14 Protective Order. The parties shall attempt to resolve each challenge in good faith  
15 and must begin the process by conferring directly (in voice to voice dialogue; other  
16 forms of communication are not sufficient) within 7 days of the date of service of  
17 notice. In conferring, the Challenging Party must explain the basis for its belief  
18 that the confidentiality designation was not proper and must give the Designating  
19 Party an opportunity to review the designated material, to reconsider the  
20 circumstances, and, if no change in designation is offered, to explain the basis for  
21 the chosen designation. A Challenging Party may proceed to the next stage of the  
22 challenge process only if it has engaged in this meet and confer process first or  
23 establishes that the Designating Party is unwilling to participate in the meet and  
24 confer process in a timely manner. For avoidance of any doubt, any proceedings  
25 under this section must also comply with C.D. Cal. Civ. L.R. 37.

26 6.3 Judicial Intervention. If the Parties cannot resolve a challenge without  
27 court intervention, the Challenging Party shall file and serve a motion to challenge

1 confidentiality within 21 days of the initial notice of challenge or within 14 days of  
2 the parties agreeing that the meet and confer process will not resolve their dispute,  
3 whichever is earlier. Each such motion must be accompanied by a competent  
4 declaration affirming that the movant has complied with the meet and confer  
5 requirements imposed in the preceding paragraph. Provided that those  
6 requirements are met, the Challenging Party may file a motion challenging a  
7 confidentiality designation at any time if there is good cause for doing so,  
8 including a challenge to the designation of a deposition transcript or any portions  
9 thereof. Any motion brought pursuant to this provision must be accompanied by a  
10 competent declaration affirming that the movant has complied with the meet and  
11 confer requirements imposed by the preceding paragraph.

12         The burden of persuasion in any such challenge proceeding shall be on the  
13 Designating Party. Frivolous challenges and those made for an improper purpose  
14 (e.g., to harass or impose unnecessary expenses and burdens on other parties) may  
15 expose the Challenging Party to sanctions. Unless the Designating Party has  
16 waived the confidentiality designation, all parties shall continue to afford the  
17 material in question the level of protection to which it is entitled under the  
18 Producing Party's designation until the court rules on the challenge. For avoidance  
19 of any doubt, any proceedings under this section must also comply with C.D. Cal.  
20 Civ. L.R. 37.

21 **7. ACCESS TO AND USE OF PROTECTED MATERIAL**

22         7.1 Basic Principles. A Receiving Party may use Protected Material that  
23 is disclosed or produced by another Party or by a Non-Party in connection with this  
24 case only for prosecuting, defending, or attempting to settle this litigation. Such  
25 Protected Material may be disclosed only to the categories of persons and under  
26 the conditions described in this Order. When the litigation has been terminated, a  
27

1 Receiving Party must comply with the provisions of section 15 below (FINAL  
2 DISPOSITION).

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

6 7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless  
7 otherwise ordered by the court or permitted in writing by the Designating Party, a  
8 Receiving Party may disclose any information or item designated  
9 “CONFIDENTIAL” only to:

10 (a) the Receiving Party’s Outside Counsel of Record in this action, as  
11 well as employees of said Outside Counsel of Record to whom it is reasonably  
12 necessary to disclose the information for this litigation and who have signed the  
13 “Acknowledgment and Agreement to Be Bound” that is attached hereto as Exhibit  
14 A;

15 (b) the officers, directors, and employees (including House Counsel)  
16 of the Receiving Party to whom disclosure is reasonably necessary for this  
17 litigation and who have signed the “Acknowledgment and Agreement to Be  
18 Bound” (Exhibit A);

19 (c) Experts (as defined in this Order) of the Receiving Party to whom  
20 disclosure is reasonably necessary for this litigation and who have signed the  
21 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

22 (d) the court and its personnel;

23 (e) court reporters and their staff, professional jury or trial consultants,  
24 and Professional Vendors to whom disclosure is reasonably necessary for this  
25 litigation and who have signed the “Acknowledgment and Agreement to Be  
26 Bound” (Exhibit A); and

1 (f) the author or recipient of a document containing the information or  
2 a custodian or other person who otherwise possessed or knew the information.

3 7.3 Disclosure of “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES  
4 ONLY” Information or Items. Unless otherwise ordered by the court or permitted  
5 in writing by the Designating Party, a Receiving Party may disclose any  
6 information or item designated “HIGHLY CONFIDENTIAL – ATTORNEYS’  
7 EYES ONLY” only to:

8 (a) the Receiving Party’s Outside Counsel of Record in this action and  
9 employees of said Outside Counsel of Record to whom it is reasonably necessary  
10 to disclose the information for this litigation, as well as contract attorneys of said  
11 Outside Counsel of Record to whom it is reasonably necessary to disclose the  
12 information for this litigation and who have signed the "Acknowledgment and  
13 Agreement to be Bound" that is attached hereto as Exhibit A;

14 (b) Experts of the Receiving Party (1) to whom disclosure is  
15 reasonably necessary for this litigation, (2) who have signed the “Acknowledgment  
16 and Agreement to Be Bound” (Exhibit A), and (3) as to whom the procedures set  
17 forth in paragraph 7.4(a)(2), below, have been followed];

18 (c) the court and its personnel;

19 (d) court reporters and their staff, professional jury or trial consultants,  
20 mock jurors, and Professional Vendors to whom disclosure is reasonably necessary  
21 for this litigation and who have signed the “Acknowledgment and Agreement to  
22 Be Bound” (Exhibit A); and

23 (e) the author or recipient of a document containing the information or  
24 a custodian or other person who otherwise possessed or knew the information.

25 7.4 Procedures for Approving or Objecting to Disclosure of “HIGHLY  
26 CONFIDENTIAL – ATTORNEYS’ EYES ONLY” Information or Items to  
27 Experts.

1 (a) Unless otherwise ordered by the court or agreed to in writing by  
2 the Designating Party, a Party that seeks to disclose to an Expert (as defined in this  
3 Order) any information or item that has been designated “HIGHLY  
4 CONFIDENTIAL – ATTORNEYS’ EYES ONLY” pursuant to paragraph 7.3(c)  
5 first must make a written request to the Designating Party that (1) identifies the  
6 general categories of “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES  
7 ONLY” information that the Receiving Party seeks permission to disclose to the  
8 Expert, (2) sets forth the full name of the Expert and the city and state of his or her  
9 primary residence, (3) attaches a copy of the Expert’s current resume, (4) identifies  
10 the Expert’s current employer(s), (5) identifies each person or entity from whom  
11 the Expert has received compensation or funding for work in his or her areas of  
12 expertise or to whom the expert has provided professional services, including in  
13 connection with a litigation, at any time during the preceding five years,<sup>1</sup> and (6)  
14 identifies (by name and number of the case, filing date, and location of court) any  
15 litigation in connection with which the Expert has offered expert testimony,  
16 including through a declaration, report, or testimony at a deposition or trial, during  
17 the preceding five years.

18 (b) A Party that makes a request and provides the information  
19 specified in the preceding respective paragraphs may disclose the subject Protected  
20 Material to the identified Expert unless, within 14 days of delivering the request,  
21 \_\_\_\_\_

22  
23 <sup>1</sup> If the Expert believes any of this information is subject to a confidentiality  
24 obligation to a third-party, then the Expert should provide whatever information  
25 the Expert believes can be disclosed without violating any confidentiality  
26 agreements, and the Party seeking to disclose to the Expert shall be available to  
27 meet and confer with the Designating Party regarding any such engagement.

1 the Party receives a written objection from the Designating Party. Any such  
2 objection must set forth in detail the grounds on which it is based.

3 (c) A Party that receives a timely written objection must meet and  
4 confer with the Designating Party (through direct voice to voice dialogue) to try to  
5 resolve the matter by agreement within seven days of the written objection. If no  
6 agreement is reached, the Party seeking to make the disclosure to the Expert may  
7 file a motion seeking permission from the court to do so. Any such motion must  
8 describe the circumstances with specificity, set forth in detail the reasons why the  
9 disclosure to the Expert is reasonably necessary, assess the risk of harm that the  
10 disclosure would entail, and suggest any additional means that could be used to  
11 reduce that risk. In addition, any such motion must be accompanied by a  
12 competent declaration describing the parties' efforts to resolve the matter by  
13 agreement (i.e., the extent and the content of the meet and confer discussions) and  
14 setting forth the reasons advanced by the Designating Party for its refusal to  
15 approve the disclosure.

16 In any such proceeding, the Party opposing disclosure to the Expert shall  
17 bear the burden of proving that the risk of harm that the disclosure would entail  
18 (under the safeguards proposed) outweighs the Receiving Party's need to disclose  
19 the Protected Material to its Expert.

20 **8. PROSECUTION BAR**

21 Absent written consent from the Producing Party, any individual on behalf  
22 of the Plaintiff who receives access to "HIGHLY CONFIDENTIAL –  
23 ATTORNEYS' EYES ONLY" information shall not be involved in the  
24 prosecution of patents or patent applications relating to video transmission  
25 technology, including without limitation the patents asserted in this action and any  
26 patent or application claiming priority to or otherwise related to the patents  
27 asserted in this action, before any foreign or domestic agency, including the United

1 States Patent and Trademark Office (“the Patent Office”). For purposes of this  
2 paragraph, “prosecution” includes directly or indirectly drafting, amending,  
3 advising, or otherwise affecting the scope or maintenance of patent claims  
4 (including, for example, original prosecution, reissue, *ex parte* reexamination, or  
5 *inter partes* review). To avoid any doubt, this paragraph does not preclude an  
6 individual who has received access to “HIGHLY CONFIDENTIAL-  
7 ATTORNEYS’ EYES ONLY” material from representing a party before a  
8 domestic or foreign agency (including, but not limited to, a reissue protest, *ex parte*  
9 reexamination, or *inter partes* review) so long as the individual is not involved  
10 with the modification of claims. This Prosecution Bar shall begin when access to  
11 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” information is first  
12 received by the affected individual and shall end two (2) years after final  
13 termination of this action.

14 **9. SOURCE CODE**

15 Defendants hereby represent that they do not have in their possession,  
16 custody or control source code relevant to the infringement theories propounded by  
17 Plaintiff in its infringement contentions. In reliance on this representation, Plaintiff  
18 represents that it does not anticipate seeking discovery of source code from  
19 Defendants. To the extent third party source code is necessary for any party to  
20 pursue its claims or defenses, the Parties agree to promptly work together in good  
21 faith to enter into source code provisions that address the confidentiality concerns  
22 of those third parties.

23 **10. PROTECTED MATERIAL SUBPOENAED OR ORDERED**  
24 **PRODUCED IN OTHER LITIGATION**

25 If a Party is served with a subpoena or a court order issued in other litigation  
26 that compels disclosure of any information or items designated in this action as  
27



1 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES  
2 ONLY” that Party must:

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

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

9 (c) cooperate with respect to all reasonable procedures sought to be  
10 pursued by the Designating Party whose Protected Material may be affected.<sup>2</sup>

11 If the Designating Party timely seeks a protective order, the Party served  
12 with the subpoena or court order shall not produce any information designated in  
13 this action as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL –  
14 ATTORNEYS’ EYES ONLY” before a determination by the court from which the  
15 subpoena or order issued, unless the Party has obtained the Designating Party’s  
16 permission. The Designating Party shall bear the burden and expense of seeking  
17 protection in that court of its confidential material – and nothing in these  
18 provisions should be construed as authorizing or encouraging a Receiving Party in  
19 this action to disobey a lawful directive from another court.  
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23 <sup>2</sup> The purpose of imposing these duties is to alert the interested parties to the  
24 existence of this Protective Order and to afford the Designating Party in this case  
25 an opportunity to try to protect its confidentiality interests in the court from which  
26 the subpoena or order issued.  
27

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

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

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

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

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

19 3. make the information requested available for inspection by the  
20 Non-Party.

21 (c) If the Non-Party fails to object or seek a protective order from  
22 this court within 14 days of receiving the notice and accompanying information,  
23 the Receiving Party may produce the Non-Party’s confidential information  
24 responsive to the discovery request. If the Non-Party timely seeks a protective  
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1 order, the Receiving Party shall not produce any information in its possession or  
2 control that is subject to the confidentiality agreement with the Non-Party before a  
3 determination by the court.<sup>3</sup> Absent a court order to the contrary, the Non-Party  
4 shall bear the burden and expense of seeking protection in this court of its  
5 Protected Material.

6 **12. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

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

16 **13. INADVERTENT PRODUCTION OF PRIVILEGED OR**  
17 **OTHERWISE PROTECTED MATERIAL**

18 When a Producing Party gives notice to Receiving Parties that certain  
19 inadvertently produced material is subject to a claim of privilege or other  
20 protection, the obligations of the Receiving Parties are those set forth in Federal  
21 Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify  
22

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24 <sup>3</sup> The purpose of this provision is to alert the interested parties to the existence of  
25 confidentiality rights of a Non-Party and to afford the Non-Party an opportunity to  
26 protect its confidentiality interests in this court.  
27

1 whatever procedure may be established in an e-discovery order that provides for  
2 production without prior privilege review.

3  
4 **14. MISCELLANEOUS**

5 14.1 Right to Further Relief. Nothing in this Order abridges the right of  
6 any person to seek its modification by the court in the future.

7 14.2 Right to Assert Other Objections. By stipulating to the entry of this  
8 Protective Order no Party waives any right it otherwise would have to object to  
9 disclosing or producing any information or item on any ground not addressed in  
10 this Stipulated Protective Order, including the relevance of source code to this  
11 litigation. Similarly, no Party waives any right to object on any ground to use in  
12 evidence of any of the material covered by this Protective Order.

13 14.3 Export Control. Disclosure of Protected Material shall be subject to  
14 all applicable laws and regulations relating to the export of technical data  
15 contained in such Protected Material, including the release of such technical data to  
16 foreign persons or nationals in the United States or elsewhere. The Producing  
17 Party shall be responsible for identifying any such controlled technical data, and  
18 the Receiving Party shall take measures necessary to ensure compliance.

19 14.4 Filing Protected Material. The parties shall comply with the local  
20 rules and Judge Selna’s Standing Order entitled “Procedures for Electronically  
21 Presenting Documents for Sealing.pdf” when sealing protected material.

22 **15. FINAL DISPOSITION**

23 Within 60 days after the final disposition of this action, as defined in  
24 paragraph 4, each Receiving Party must, at its own discretion, either return all  
25 Protected Material to the Producing Party or destroy such material. As used in this  
26 subdivision, “all Protected Material” includes all copies, abstracts, compilations,  
27 summaries, and any other format reproducing or capturing any of the Protected

1 Material. Whether the Protected Material is returned or destroyed, the Receiving  
2 Party must submit a written certification to the Producing Party (and, if not the  
3 same person or entity, to the Designating Party) by the 60-day deadline that (1)  
4 identifies (by category, where appropriate) all the Protected Material that was  
5 returned or destroyed and (2) affirms that the Receiving Party has not retained any  
6 copies, abstracts, compilations, summaries or any other format reproducing or  
7 capturing any of the Protected Material. Notwithstanding this provision, Counsel  
8 are entitled to retain an archival copy of all pleadings, motion papers, trial,  
9 deposition, and hearing transcripts, legal memoranda, correspondence, deposition  
10 and trial exhibits, expert reports, attorney work product, and consultant and expert  
11 work product, even if such materials contain Protected Material. Any such  
12 archival copies that contain or constitute Protected Material remain subject to this  
13 Protective Order as set forth in Section 4 (DURATION).

1 **IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.**

2  
3 Dated: January 7, 2016

**AHMAD, ZAVITSANOS, ANAIPAKOS,  
ALAVI, MENSING P.C.**

4  
5 */s/Alisa Lipski*

6 \_\_\_\_\_  
Alisa A. Lipski,  
7 Attorney for Plaintiff Nexus Display  
Technologies LLC

8 Dated: January 7, 2016

**BAKER & MCKENZIE LLP**

9 */s/ D. James Pak*

10 \_\_\_\_\_  
D. James Pak  
11 Attorney for Defendant ViewSonic Corp.

12 Dated: January 7, 2016

**SIDLEY AUSTIN LLP**

13 */s/ Ashish Nagdev*

14 \_\_\_\_\_  
Ashish Nagdev  
15 Attorney for Defendants LG Electronics,  
Inc., LG Electronics U.S.A., Inc., LG  
Electronics MobileComm U.S.A. Inc.

16 Dated: January 7, 2016

**TECHKNOWLEDGE LAW GROUP  
LLP**

17 */s/ Michael C. Ting*

18 \_\_\_\_\_  
Michael C. Ting  
19 Attorney for Defendants Acer Inc. and Acer  
20 America Corporation

21 Dated: January 7, 2016

**TURNER BOYD LLP**

22 */s/ Robert J. Kent*

23 \_\_\_\_\_  
Robert J. Kent  
24 Attorney for Defendants ASUSTeK  
Computer Inc. and ASUS Computer  
25 International

1 **PURSUANT TO STIPULATION, IT IS SO ORDERED.**

2  
3 

4 DATED: 1/13/2016

5 \_\_\_\_\_  
6 Hon. Douglas F. McCormick

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1 **EXHIBIT A**  
2 **ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND**

3  
4 I, \_\_\_\_\_ [print or type full name], of

5  
6 [print or type full address], declare under penalty of perjury that I have read in its  
7 entirety and understand the Stipulated Protective Order that was issued by the  
8 United States District Court for the Central District of California on \_\_\_\_\_  
9 [date] in the following cases:

- 10 • *Nexus Display Technologies, LLC v. ViewSonic Corp.*, No. 2:14-cv-05691-  
11 JVS (DFMx);  
12 • *Nexus Display Technologies, LLC v. Acer Inc. and Acer America*  
13 *Corporation*, No. 2:14-cv-2400-JVS (DFMx)  
14 • *Nexus Display Technologies, LLC v. LG Electronics Inc.*, No. 2:14-cv-  
15 05694-JVS (DFMx); and  
16 • *Nexus Display Technologies, LLC v. ASUSTek Computer Inc. and ASUS*  
17 *Computer International*, No. 2:15-cv-2401-JVS (DFMx).

18 I agree to comply with and to be bound by all the terms of this Stipulated  
19 Protective Order and I understand and acknowledge that failure to so comply could  
20 expose me to sanctions and punishment in the nature of contempt. I solemnly  
21 promise that I will not disclose in any manner any information or item that is  
22 subject to this Stipulated Protective Order to any person or entity except in strict  
23 compliance with the provisions of this Order.

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



1 I hereby appoint \_\_\_\_\_ [print or type full name] of

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

6  
7 Date: \_\_\_\_\_

8  
9 City and State where sworn and signed: \_\_\_\_\_

10  
11 Printed name: \_\_\_\_\_

12  
13 Signature: \_\_\_\_\_