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and Acer America Corporation

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3 **UNITED STATES DISTRICT COURT**  
4 **CENTRAL DISTRICT OF CALIFORNIA**  
5 **SOUTHERN DIVISION**

6 PROXYCONN, INC.,  
7 Plaintiff

8 vs.

9 MICROSOFT CORPORATION, et  
10 al.,  
11 Defendants.

Case No. 8:16-CV-01102-DOC-JPR

**STIPULATED PROTECTIVE  
ORDER**

12 **[PROPOSED] STIPULATED PROTECTIVE ORDER**

13 **WHEREAS**, Plaintiff Proxyconn, Inc. ("Proxyconn") and Defendants  
14 Microsoft Corporation ("Microsoft"), Hewlett-Packard Company ("HP"), Acer  
15 America Corporation ("Acer") and Dell Inc. ("Dell") (collectively, "Defendants")  
16 (Proxyconn and Defendants collectively, the "Parties") possess information  
17 relating to this matter that is confidential;

18 **WHEREAS**, the Parties recognize that, in the course of discovery in this  
19 lawsuit, it may be necessary to disclose such confidential matter to the other party,  
20 but each of them desires to ensure that such confidential matter shall not be used  
21 for any purpose other than this action, and shall not be made public or otherwise  
22 disseminated, except to the extent necessary for purposes of this action;

23 **WHEREAS**, the Parties, by and through their respective counsel of record,  
24 have agreed to the text of a Protective Order to prevent unnecessary disclosure or  
25 dissemination of their confidential information;

26 Upon consideration of the foregoing, it is hereby ORDERED as follows:

27 1. In connection with discovery proceedings in this action, the Parties may  
28 designate any document, thing, material, testimony or other information derived

1 therefrom, as "CONFIDENTIAL," "ATTORNEYS' EYES ONLY" or " HIGHLY  
2 CONFIDENTIAL – SOURCE CODE" under the terms of this Protective Order  
3 (hereinafter "Order"). Information designated as "CONFIDENTIAL" shall be  
4 limited to material that the Designating Party believes in good faith must be held  
5 confidential to protect business or commercial interests. Information designated as  
6 "ATTORNEYS' EYES ONLY" shall be limited to material that the Designating  
7 Party believes in good faith is so commercially sensitive or confidential that the  
8 disclosure to employees of another party, even under the restricted terms and  
9 conditions applicable to material designated "CONFIDENTIAL," would not  
10 provide adequate protection to the interests of the designating party. Designated  
11 documents shall not include (a) publicly available advertising materials, (b)  
12 materials that have been published to the general public, or (c) documents that  
13 have been submitted to any governmental entity without request for confidential  
14 treatment.

15       2. By designating a document, thing, material, testimony or other  
16 information derived therefrom as CONFIDENTIAL, ATTORNEYS' EYES ONLY  
17 or HIGHLY CONFIDENTIAL – SOURCE CODE under the terms of this Order,  
18 the party making the designation is certifying to the Court that there is a good faith  
19 basis in law and in fact for the designation within the meaning of Federal Rule of  
20 Civil Procedure 26(g).

21       3. Documents shall be designated CONFIDENTIAL or ATTORNEYS'  
22 EYES ONLY by stamping each page of the document produced to a party that  
23 contains confidential material with the legend "CONFIDENTIAL,"  
24 "ATTORNEYS' EYES ONLY" or "HIGHLY CONFIDENTIAL – SOURCE  
25 CODE." To the extent that a document designated CONFIDENTIAL or  
26 ATTORNEYS' EYES ONLY is produced natively pursuant to paragraph 10, the  
27 natively- produced document shall rename the file to include the confidentiality  
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1 designation and/or the Designating Party shall provide an alternative method of  
2 indicating the confidentiality designation of natively-produced documents. Parties  
3 must designate as confidential or highly confidential only those portions of a  
4 document that they in good faith believe deserves that protection.

5 4. Documents designated as "HIGHLY CONFIDENTIAL – SOURCE  
6 CODE" shall be subject to additional protections given the particularly sensitive  
7 nature of the information, unless otherwise advised by the Producing Party:

8 a. Any source code that is produced in this case shall be made available  
9 for inspection in electronic (*e.g.*, native) format at an office of the  
10 Producing Party's counsel. Source code includes, but is not limited to,  
11 files in programming languages such as C, C++, and C#. Source code  
12 further includes include files, make files, link files, algorithms, and  
13 other human-readable files used in the generation of building of  
14 software or firmware.

15 b. Once source code has been made available for inspection, the  
16 Receiving Party shall provide notice of its inspection five business  
17 days prior to the inspection. The notice shall include the expected  
18 dates of the inspection as well as who will be conducting the  
19 inspection. The source code shall be available for inspection from  
20 8:00 a.m. to 6:00 p.m. local time, Monday through Friday, and other  
21 days and/or times, including weekends, upon reasonable request. The  
22 Producing Party may maintain a daily log of the names of persons  
23 who enter the room to view the source code. The Producing Party may  
24 require that each individual for the Receiving Party, upon each entry  
25 or exit of the source code viewing room by that individual, sign a log,  
26 provided by the Producing Party, indicating the name of that  
27 individual, whether the individual entered or exited the source code  
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1 viewing room, and the date and time of such entry or exit. The  
2 Receiving Party may not take any form of camera, computer with a  
3 camera, computer storage device, smartphone, WiFi enabled or WiFi  
4 hotspot device into the source code viewing room. Any computer  
5 (without a camera) taken in to the source code review room shall have  
6 its WiFi capability disabled for the entire time the computer is  
7 resident in the review room. The Producing Party shall be entitled to  
8 have a person monitor all entrances and exits from the source code  
9 viewing room. The Producing Party shall also be entitled to visually  
10 monitor the Receiving Party's activities in the source code viewing  
11 room from outside such room, through a glass wall or window, so  
12 long as the Producing Party cannot hear the Receiving Party or see the  
13 contents of the Receiving Party's notes or the display of the source  
14 code computer.

15 c. Source code that is designated "HIGHLY CONFIDENTIAL –  
16 SOURCE CODE" shall be produced for inspection and review subject  
17 to the following provisions, unless otherwise agreed by the Producing  
18 Party:

- 19 i. All source code shall be made available by the Producing  
20 Party to the Receiving Party's outside counsel and/or experts  
21 in a secure room on a secured computer without Internet  
22 access or network access to other computers and with all  
23 input/output ports (such as USB) blocked, as necessary and  
24 appropriate to prevent and protect against any unauthorized  
25 copying, transmission, removal or other transfer of any source  
26 code outside or away from the computer on which the source  
27 code is provided for inspection (the "Source Code  
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Computer"). The Producing Party shall install tools that are sufficient for viewing and searching the code produced, on the platform produced, that are presently used in the ordinary course of the Producing Party's business. By way of example, sufficient tools for software source code (*e.g.*, source code in C++, Java, etc.) shall include Notepad++, Eclipse, DOxygen, GREP or similar tools. Production of electronic source code with only Windows standard tools (*e.g.*, Windows search, Notepad and WordPad) will not be sufficient unless a declaration from a knowledgeable engineer is produced that confirms that the Windows standard tools are the only tools used by the Producing Party to review, edit and search source code in the ordinary course of the Producing Party's business. In addition to these tools, the Receiving Party's outside counsel and/or experts may request that commercially available software tools reasonably necessary to assist in reviewing and searching the electronic source code be installed on the secured computer. The Receiving Party must provide the Producing Party with the CD or DVD containing such licensed software tool(s) at least ten (10) days in advance of the date upon which the Receiving Party wishes to have the additional software tools available for use on the Source Code Computer. The Producing Party may decline to install any requested inspection software if the software represents any unreasonable risk of compromising security of the source code or the Source Code Computer, or the software could be used for any other illegitimate purpose in

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contravention of the Protective Order. For emphasis, it should be noted that the tools for reviewing source code may not be used to circumvent the protections of this Protective Order in any way.

ii. The electronic source code shall be produced as it is kept in the normal course of business. The Receiving Party's outside counsel and/or experts shall be entitled to take notes relating to the source code; but may not copy large portions of the source code into the notes. No copies of all or any portion of the source code may leave the room in which the source code is inspected except as otherwise provided in this Protective Order. Further, no other written or electronic record of the source code is permitted except as otherwise provided in this Protective Order.

iii. The Producing Party shall make available a laser printer with commercially reasonable printing speeds for on-site printing during inspection of the source code. The Receiving Party may print portions of the source code when reasonably necessary to facilitate the Receiving Party's furtherance of its claims and defenses in this case. The Receiving Party shall print only such portions as are relevant to the claims and defenses in the case and are reasonably necessary for such purpose. The Receiving Party shall not request printing of source code in order to review blocks of source code elsewhere in the first instance, i.e., as an alternative to reviewing that source code electronically on the Source code computer. Upon printing any such portions of source code,

1 the printed pages shall be collected by the Producing Party.  
2 The Producing Party shall Bates number, copy, and label  
3 "HIGHLY CONFIDENTIAL – SOURCE CODE" any pages  
4 printed by the Receiving Party. No additional copies of the  
5 source code may be made, except as provided in paragraph  
6 4(c)(vi), and the Receiving Party may not make any electronic  
7 copies of the source code and may not electronically transmit  
8 the source code in any way. If the Producing Party objects that  
9 the printed portions are excessive and/or not reasonably  
10 necessary to any case preparation activity, the Producing  
11 Party shall make such objection known to the Receiving Party  
12 within five (5) business days. If, after meeting and  
13 conferring, the Producing Party and the Receiving Party  
14 cannot resolve the objection, the Producing Party shall seek a  
15 Court resolution of whether the printed Source Code Material  
16 in question is narrowly tailored and reasonably necessary to  
17 any case preparation activity as provided herein, as governed  
18 by Local Rules 37-1 and 37-2, including the Joint Stipulation  
19 requirement, subject to the following expedited schedule.  
20 The Producing Party shall deliver to the Receiving Party its  
21 portion of the Joint Stipulation and related papers, as  
22 described in Local Rule 37-2.1, within five (5) business days  
23 of the completion of the meet and confer process. Within five  
24 (5) business days of receipt, the Receiving Party shall return  
25 its portion of the required Joint Stipulation and related papers,  
26 as described in Local Rule 37-2.1, to the Producing Party.  
27 The Producing Party must use its power to object reasonably  
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and may not, for example, make an objection simply to introduce delay or attempt to discover privileged information. In the absence of any objection, or upon resolution of any such dispute by the Court, the Producing Party shall provide via overnight mail one copy set of such pages to the Receiving Party within five (5) business days of the printouts being made unless the Court orders otherwise. The printed pages shall constitute part of the source code produced by the Producing Party in this action. Except as provided in this Protective Order, no electronic copies of the electronic source code shall be made.

- iv. Unless otherwise agreed in advance by the Parties in writing, the Receiving Party's outside counsel and/or experts shall remove all notes, documents, laptops, and all other materials from the room that may contain work product and/or attorney-client privileged information at the end of each day. Materials inadvertently left in the source code review room do not operate as a waiver of the attorney work product doctrine or any other applicable privilege and shall be returned to the owner promptly. The Producing Party shall not be responsible for any items left in the source code review room.
- v. Other than as provided herein, the Receiving Party will not copy, remove, or otherwise transfer any source code from the Source Code Computer including, without limitation, copying, removing, or transferring the source code onto any other computers or peripheral equipment. The Receiving

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Party will not electronically transmit any source code in any way from the Producing Party's facilities or the offices of its outside counsel of record. This provision does not prevent the Parties from including source code information in e-filings to the Court made under seal.

- vi. The Receiving Party's outside counsel for record may make no more than three (3) additional paper copies of any portions of the source code received from a Producing Party pursuant to paragraph 4(c)(iii), not including copies attached to court filing or used at deposition. The Receiving Party may not make any electronic copies of the source code and may not electronically transmit any source code in any way, except as required by the Court and/or any applicable Orders or rules. The Receiving Party's outside counsel of record shall maintain a log of all paper copies of the source code that are delivered by the Receiving Party to any qualified person under Paragraph 8. The log shall include the names of the reviewers and/or recipients of paper copies and locations where the paper copies are stored.
- vii. The Receiving Party's outside counsel of record and any person receiving a copy of any source code shall maintain and store any paper copies of the source code at their offices in a manner that prevents duplication of or unauthorized access to the source code, including, without limitation, storing the source code in a locked room or cabinet at all times when it is not in use.
- viii. All paper copies of source code shall be securely destroyed in

1 a timely manner if they are no longer in use (*e.g.*, at the  
2 conclusion of a deposition). Copies of source code that are  
3 marked as deposition exhibits shall not be provided to the  
4 Court Reporter or attached to deposition transcripts; rather,  
5 the deposition record will identify the exhibit by its  
6 production numbers. If the deposition exhibit has been  
7 marked up or altered in any way by the deponent, the  
8 Receiving Party shall store the exhibit in the same way paper  
9 copies of the source code are stored.

10 ix. Except as provided in this sub-paragraph, absent express  
11 written permission from the Producing Party, the Receiving  
12 Party may not create electronic images, or any other images,  
13 or make electronic copies, of the source code from any paper  
14 copy of source code for use in any manner (including by way  
15 of example only, the Receiving Party may not scan the source  
16 code to a PDF or photograph the code). A party may make  
17 and use snippets and images of the source code if necessary  
18 for court filings, expert reports, discovery responses and other  
19 similar documents. All such documents shall be clearly  
20 marked "HIGHLY CONFIDENTIAL – SOURCE CODE"  
21 and, if filed, shall be filed under seal if the Court so allows  
22 pursuant to Local Rule 79-5. Unless agreed by the Parties,  
23 images or copies of source code shall not be included in  
24 correspondence between the Parties (references to production  
25 numbers shall be used instead).

26 x. After final resolution of the case as to any party producing  
27 source code, any Receiving Parties shall within sixty (60)  
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1 business days certify the return or destruction of any printed  
2 or duplicated source code material and all notes or other  
3 materials derived therefrom.

4 5. Testimony taken at a deposition may be designated as CONFIDENTIAL,  
5 ATTORNEYS' EYES ONLY, or HIGHLY CONFIDENTIAL – SOURCE CODE  
6 by making a statement to that effect on the record at the deposition. Arrangements  
7 shall be made with the court reporter taking and transcribing such deposition to  
8 separately bind such portions of the transcript containing information designated  
9 under this Order, and to label such portions appropriately. Any party (or third  
10 party having disclosed such Confidential Information) may also designate  
11 information disclosed at such deposition as "CONFIDENTIAL," "ATTORNEYS'  
12 EYES ONLY," or "HIGHLY CONFIDENTIAL – SOURCE CODE" by notifying  
13 all of the Parties of the designation in writing within thirty (30) days of receipt of  
14 the final transcript. Each party shall attach a copy of such written notice or notices  
15 to the face of the transcript and each copy thereof in his possession, custody, or  
16 control. All deposition transcripts shall be treated as "ATTORNEYS' EYES  
17 ONLY" for a period of thirty (30) days after the receipt of the transcript.

18 6. Material designated as CONFIDENTIAL, ATTORNEYS' EYES  
19 ONLY or HIGHLY CONFIDENTIAL – SOURCE CODE under this Order, the  
20 information contained therein, and any summaries, copies, abstracts, or other  
21 documents derived in whole or in part from material designated as  
22 CONFIDENTIAL, ATTORNEYS' EYES ONLY or HIGHLY CONFIDENTIAL –  
23 SOURCE CODE (hereinafter "Designated Material") shall be used only for the  
24 purpose of the prosecution, defense, or settlement of this action, and for no other  
25 purpose.

26 7. Designated Material marked as Confidential may be disclosed or made  
27 available only to the Court, to outside counsel for a party (including paralegal,  
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1 clerical, and other support personnel employed by such counsel as well as litigation  
2 support services (such as personnel providing e-discovery, graphics, or jury or trial  
3 consulting support)), and to the "qualified persons" designated below:

- 4 (a) a party, or an officer, director, or employee of a party deemed  
5 necessary by outside counsel to aid in the prosecution, defense,  
6 or settlement of this action;
- 7 (b) experts or consultants (together with their clerical staff) retained  
8 by such counsel to assist in the prosecution, defense, or  
9 settlement of this action but only beginning 5 business days  
10 after the identity of such expert or consultant has been disclosed  
11 (including all information required by Federal Rule of Civil  
12 Procedure 26(a)(2)(iv)-(v) and a statement indicating any past  
13 or present relationships to the Parties) without objection from  
14 the Producing Party, or, in the event of objection, after Court  
15 order permitting the disclosure. In the event of an objection,  
16 the Parties shall adhere to the dispute resolution procedure in  
17 paragraph 12 below;
- 18 (c) court reporter(s) employed in this action;
- 19 (d) the Court; and
- 20 (e) any other person as to whom the Parties in writing agree.

21 8. Designated Material marked as ATTORNEYS' EYES ONLY or  
22 HIGHLY CONFIDENTIAL – SOURCE CODE may be disclosed to the people  
23 identified in Paragraph 7, except for the people identified in Paragraph 7(a).

24 9. Prior to receiving any Designated Material, each "qualified person"  
25 shall be provided with a copy of this Order and shall execute a nondisclosure  
26 agreement in the form of Attachment A, a copy of which shall be retained by  
27 outside counsel for the disclosing party.

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1           10. Unless otherwise agreed, a Producing Party must produce discovery  
2 materials in imaged electronic files (*e.g.*, TIFF or .tif format) with a delimited load-  
3 file that identifies page-document relationships. If it is possible to generate by the  
4 Producing Party without additional expense, a Producing Party must also provide a  
5 delimited load file that identifies the Bates numbers, extracted full text, attachment  
6 relationships, and confidentiality designation. Excel and other files that are  
7 difficult to produce in imaged format may be requested to be produced in native  
8 format.

9           11. Only qualified persons may attend depositions at which Designated  
10 Material is used or discussed. To the extent that materials or information  
11 designated CONFIDENTIAL, ATTORNEYS' EYES ONLY, or HIGHLY  
12 CONFIDENTIAL –SOURCE CODE are used in depositions or at discovery-  
13 related hearings, such documents or information shall remain subject to the  
14 provisions of this Order, along with the transcript pages of the deposition  
15 testimony referring to the Protected Matters or information contained therein.  
16 Procedures for the use of confidential materials at trial or in pretrial proceedings  
17 shall be determined by the presiding district judge. This order governs only  
18 discovery-related proceedings.

19           12. If after meeting and conferring, the Parties are unable to agree on experts  
20 or consultants disclosed pursuant to paragraph 7(b) or to modifications to the Source  
21 Code provisions in this Order, then the party objecting to the expert or consultant, or  
22 requesting modifications to the Source Code provisions shall seek a Court resolution  
23 of the Parties' dispute, as governed by Local Rules 37-1 and 37-2, including the  
24 Joint Stipulation requirement, subject to the following expedited schedule. The  
25 moving party shall deliver to the opposing party its portion of the Joint Stipulation  
26 and related papers, as described in Local Rule 37-2.1, within five (5) business days  
27 of the completion of the meet and confer process. Within five (5) business days of  
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1 receipt, the opposing party shall return its portion of the required Joint Stipulation  
2 and related papers, as described in Local Rule 37-2.1, to the moving party. The  
3 moving party must use its power to object or seek modifications reasonably and  
4 may not, for example, make an objection or seek modifications simply to introduce  
5 delay or attempt to discover privileged information. Any modification of this  
6 Order will not have the force and effect of a Court order unless approved by the  
7 Court.

8         13. Each individual who reviews and/or learns of a Defendant's technical-  
9 related information designated ATTORNEYS' EYES ONLY or HIGHLY  
10 CONFIDENTIAL – SOURCE CODE shall thereafter be prohibited from being  
11 directly involved in any Prosecution Activity (defined below) relating to U.S.  
12 Patent No. 6,757,717, any patent related to U.S. Patent No. 6,757,717, and/or any  
13 patent relating to the subject matter of U.S. Patent No. 6,757,717. This bar shall  
14 apply from the date commencing with such disclosure through a period of one year  
15 after termination of this litigation. Prosecution Activity includes (1) preparing  
16 and/or prosecuting any patent application (or portion thereof), whether design or  
17 utility, and either in the United States or abroad on behalf of a patentee or assignee  
18 of patentee's rights; (2) preparing patent claim(s) on behalf of a patentee or  
19 assignee of patentee's rights; or (3) providing advice, counsel or suggestions  
20 regarding amending the claims of U.S. Patent No. 6,757,717 in any post-grant  
21 proceeding (including inter partes review proceeding), or in any other way  
22 influencing, claim scope and/or language, embodiment(s) for claim coverage,  
23 claim(s) for prosecution, or products or processes for coverage by claim(s) on  
24 behalf of a patentee or assignee of patentee's rights.

25         Nothing in this paragraph shall prevent such individuals from participating  
26 in reexamination, or reissue, or inter parties review proceeding for U.S. Patent  
27 No. 6,757,717 (to the extent the individual is not involved in claim drafting,  
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1 amending or editing) and sending non-confidential prior art to any person under a  
2 duty of candor involved in patent prosecution for purposes of ensuring that such  
3 prior art is submitted to the U.S. Patent and Trademark Office (or any similar  
4 agency of a foreign government) to assist a patent applicant in complying with its  
5 duty of candor. Individuals are further not prohibited from discussing any aspect  
6 of this case that is reasonably necessary for the prosecution or defense of any claim  
7 or counterclaim in this litigation with his/her client.

8 14. If timely corrected, an inadvertent failure to designate qualified  
9 information or items as CONFIDENTIAL, ATTORNEYS' EYES ONLY or  
10 HIGHLY CONFIDENTIAL – SOURCE CODE does not, standing alone, waive  
11 the Designating Party's right to secure protection under this Order for such  
12 material. If material is appropriately designated as CONFIDENTIAL,  
13 ATTORNEYS' EYES ONLY or HIGHLY CONFIDENTIAL – SOURCE CODE  
14 after the material was initially produced, the Receiving Party, on timely  
15 notification of the designation, must make reasonable efforts to ensure that the  
16 material is treated in accordance with the provisions of this Order.

17 15. Nothing herein shall impose any restrictions on the use or disclosure by  
18 a party of material obtained by such party independent of discovery in this action,  
19 whether or not such material is also obtained through discovery in this action, or  
20 from disclosing its own Designated Material as it deems appropriate, or to restrict a  
21 party's use of its own Designated Material.

22 16. A non-party producing information or material voluntarily or pursuant  
23 to a subpoena or a court order may designate such material or information as  
24 Designated Materials pursuant to the terms of this Protective Order.

25 17. If any party or person that has obtained any Protected Matters under the  
26 terms of this Order receives a subpoena, order, or other legal process commanding  
27 the production of such Protected Matters (a "Third Party Request"), such person  
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1 shall not produce any Protected Matters in response to the Third Party Request  
2 without the prior written consent of the Producing Party or an order of a court of  
3 competent jurisdiction, except as otherwise provided by this paragraph. A party  
4 receiving a Third Party Request shall promptly notify the Producing Party of such  
5 Third Party Request, in writing (by email or fax, if possible). If possible, such  
6 notification shall be as soon after Protected Matters are identified as responsive to  
7 the Third Party Request as possible. Such notification must include a copy of the  
8 subpoena or court order. The Receiving Party also must also promptly inform in  
9 writing the third party who sent the Third Party Request that some or all the  
10 material covered by the Third Party Request is the subject of this Order and  
11 include a copy of this Order. The purpose of imposing these duties is to alert the  
12 interested parties to the existence of this Order and to afford the Producing Party in  
13 this action an opportunity to protect its confidentiality interests in the court from  
14 which the Third Party Request issued. The Producing Party shall bear the burdens  
15 and the expenses of seeking protection of its confidential material in the court  
16 governing the Third Party Request and/or legal proceeding underlying the Third  
17 Party Request. Nothing in these provisions should be construed as requiring a  
18 Receiving Party in this action to disobey a lawful directive from another court.

19       18. If Designated Material, including any portion of a deposition transcript  
20 designated as CONFIDENTIAL, ATTORNEYS' EYES ONLY or HIGHLY  
21 CONFIDNETIAL – SOURCE CODE, is included in any papers to be filed with  
22 the Court, such papers shall be accompanied by an application under Local Rule  
23 79-5 to (a) file the confidential portions thereof under seal (if such portions are  
24 segregable), or (b) file the papers in their entirety under seal (if the confidential  
25 portions are not segregable). The application shall be directed to the judge to  
26 whom the papers are directed. Pending the ruling on the application, the papers or  
27 portions thereof subject to the sealing application shall be lodged under seal.  
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1           19. This Order shall be without prejudice to the right of the Parties (i) to  
2 bring before the Court at any time the question of whether any particular document  
3 or information is confidential or whether its use should be restricted or (ii) to  
4 present a motion to the Court under Fed. R. Civ. P. 26(c) for a separate protective  
5 order as to any particular document or information, including restrictions differing  
6 from those as specified herein. This Order shall not be deemed to prejudice the  
7 Parties in any way in any future application for modification of this Order,  
8 notwithstanding that any modification of this Order will not have the force and  
9 effect of a Court order unless approved by the Court.

10           20. This Order is entered solely for the purpose of facilitating the exchange  
11 of documents and information between the Parties to this action without involving  
12 the Court unnecessarily in the process. Nothing in this Order nor the production of  
13 any information or document under the terms of this Order nor any proceedings  
14 pursuant to this Order shall be deemed to have the effect of an admission or waiver  
15 by either party or of altering the confidentiality or nonconfidentiality of any such  
16 document or information or altering any existing obligation of any party or the  
17 absence thereof.

18           21. Nothing in this Order shall be construed as altering the scope of a  
19 common interest privilege and/or joint defense privilege and/or other privileges to  
20 the extent such privileges exist under the law. This Order shall be binding upon the  
21 parties and their attorneys, successors, executors, personal representatives,  
22 administrators, heirs, legal representatives, assigns, subsidiaries, divisions,  
23 employees, agents, independent contractors, or other persons or organizations over  
24 which they have control.

25           22. This Order shall survive the final termination of this action, to the  
26 extent that the information contained in Designated Material is not or does not  
27 become known to the public, and the Court shall retain jurisdiction to resolve any  
28

1 dispute concerning the use of information disclosed hereunder. Upon termination  
2 of this case, counsel for the Parties shall assemble and return to each other all  
3 documents, material and deposition transcripts designated as CONFIDENTIAL,  
4 ATTORNEYS' EYES ONLY or HIGHLY CONFIDENTIAL – SOURCE CODE  
5 and all copies of same, or shall certify the destruction thereof.

6  
7 Dated: December 21, 2016

Respectfully submitted,

8 **RUSS AUGUST & KABAT**

9  
10 By: /s/ Andrew D. Weiss

11 Andrew D. Weiss

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13 Andrew D. Weiss, State Bar No. 232974  
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*Counsel for Defendants*  
Microsoft Corporation, HP Inc., Dell Inc.,  
and Acer America Corporation

PURSUANT TO STIPULATION, IT IS SO ORDERED.

Dated: January 5, 2017

  
\_\_\_\_\_  
Honorable Jean P. Rosenbluth  
Magistrate Judge  
Central District of California

Attachment A

**Nondisclosure Agreement**

I, \_\_\_\_\_, do solemnly swear that I am fully familiar with the terms of the Protective Order Concerning Confidential Information entered in *Proxycorr, Inc. v. Microsoft Corporation, et al.*, Case No. 8:16-CV-01102-DOC-JPR, and hereby agree to comply with and be bound by the terms and conditions of said Order unless and until modified by further Order of the Court. I hereby consent to the jurisdiction of the Court for purposes of enforcing this nondisclosure agreement.

DATED:

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