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14 Attorneys for Plaintiff
NUANCE COMMUNICATIONS, INC.

15
16 UNITED STATES DISTRICT COURT
17 NORTHERN DISTRICT OF CALIFORNIA
18 SAN FRANCISCO DIVISION

19 NUANCE COMMUNICATIONS, INC.,

20 Plaintiff,

21 v.

22 ABBYY USA SOFTWARE HOUSE, INC., a
California corporation, ABBYY SOFTWARE,
23 LTD., a Cyprus corporation, ABBYY
PRODUCTION, LLC, a Russian corporation, and
24 LEXMARK INTERNATIONAL, INC., a
Delaware corporation,

25 Defendants.
26

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Case No. C 08-02912 JSW MEJ

**STIPULATION AND
[PROPOSED] ORDER
MODIFYING PROTECTIVE
ORDER**

1 Pursuant to Civil L.R. 6-2, Plaintiff Nuance Communications, Inc. (“Nuance”), and
2 Defendants ABBYY Software House, Inc., ABBYY Software, Ltd., ABBY Production, LLC, and
3 Lexmark International, Inc. (collectively, “Defendants”), file this joint stipulation to modify the
4 parties’ Stipulated Protective Order (Dkt. 183). The parties hereby agree to this Addendum to the
5 Stipulated Protective Order. Together with the Stipulated Protective Order, this Addendum shall
6 be binding on the parties.

7 1. Designated In-House Counsel

8 a. Designated In-House Counsel. The phrase “Designated In-House Counsel”
9 refers to:

- 10 i. for Nuance Communications, Inc., David Greenbaum;
11 ii. for The ABBYY Defendants, Peter Kirk; and
12 iii. for Lexmark International, Inc., Brent Lambert.

13 Each Designated In-House Counsel shall sign the “Acknowledgement and Agreement to be
14 Bound” (Exhibit A to the Stipulated Protective Order) before being given access to any
15 “Confidential” or “Highly Confidential -- Attorneys’ Eyes Only” information or items pursuant to
16 this Addendum. If the job responsibilities for any of the Designated In-House Counsel changes
17 while this matter is pending (including while any appeals are pending) in a manner that would
18 involve that Designated In-House Counsel making competitive decision-making, the party for
19 whom that Designated In-House Counsel works shall immediately notify the opposing party or
20 parties, and the parties will immediately meet and confer to determine whether such Designated
21 In-House Counsel should be de-designated, and whether any other steps should be taken to
22 protect “Confidential” or “Highly Confidential -- Attorneys’ Eyes Only” information or items.

23 b. Disclosure of “Confidential” and “Highly Confidential -- Attorneys’ Eyes
24 Only” Information or Items. a Receiving Party may disclose the following information or item
25 designated “Confidential” or “Highly Confidential -- Attorneys’ Eyes Only” to Designated In-
26 House Counsel upon the conditions specified herein:

27 i. Any document filed with the Court on or after May 20, 2013, but
28 excluding any accompanying declarations and/or exhibits. This category of documents may be

1 disclosed on or after the date this Addendum is entered by the Court subject to the conditions
2 below.

3 ii. All expert reports, but excluding any accompanying exhibits.

4 Prior to any disclosure to Designated In-House Counsel of any pleading or
5 expert report that contains Confidential or Highly Confidential -- Attorneys Eyes Only
6 information, the party seeking to disclose such information to its in-house counsel must identify
7 in writing the materials to be disclosed to the producing party. The producing party whose
8 protected information is contained in such pleading or expert report may redact the following
9 information and items from the copies of the pleadings or expert reports that are shared with
10 Designated In-House Counsel, but only to the extent necessary to protect confidential competitive
11 business information: (1) references to source code; (2) information regarding historical, present,
12 and proposed contracts, agreements, licensing, and pricing; and (3) competitive business details,
13 such as customer contracts, customer lists, potential customer information, marketing plans and
14 forecasts. A redacted version of any such pleading or expert report must be provided to the
15 opposing or requesting party within 5 business days after written request is received.

16 iii. Any exhibit appearing on any party's Trial Exhibit List (to be
17 exchanged on June 11, 2013) and that is not identified on an "Exclusion List." Within five
18 business days after the parties exchange Trial Exhibit Lists, any party may provide to the other
19 parties an "Exclusion List," identifying documents from any of the Trial Exhibit Lists that such
20 party does not want disclosed to the opposing party's or parties' Designated In-House Counsel
21 because such materials reflect confidential competitive business information. All remaining
22 exhibits from the Trial Exhibit Lists may be disclosed to the Designated In-House Counsel, but
23 no sooner than seven calendar days after the parties exchange Trial Exhibit Lists.

24 c. Objections to Redactions or Exhibits On Exclusion Lists. If a party disagrees with
25 a redaction provided for an expert report or an exhibit identified on an Exclusion List, such party
26 shall identify in writing for the other parties the redaction(s) and/or exhibits from the Exclusion
27 List to which such party objects. Once such written notice is provided, the parties shall
28 expeditiously meet and confer (including an in-person or telephonic meet and confer) to attempt

1 to resolve the dispute. If the dispute cannot be resolved within three court days, the objecting
2 party may, within five court days from the expiration of the meet and confer period, file a joint
3 discovery dispute letter as provided for in the Court's Civil Standing Orders, Paragraph 8 (and in
4 compliance with Civil Local Rule 79-5 and General Order 62, if applicable). In any such
5 proceeding, the party opposing disclosure to Designated In-House Counsel shall bear the burden
6 of proving that the risk of harm that the disclosure would entail (under the safeguards proposed)
7 outweighs the Receiving Party's need to disclose the Protected Material to its Designated In-
8 House Counsel.

9 **IT IS SO STIPULATED.**

10 Dated: June 10, 2013

MORRISON & FOERSTER LLP

11
12 By: /s/ Brooks M. Beard
Brooks M. Beard

13 Attorneys for Plaintiff
14 NUANCE COMMUNICATIONS,
15 INC.

16 Dated: June 10, 2013

FINNEGAN, HENDERSON, FARABOW,
GARRETT & DUNNER, LLP

17
18 By: /s/ Erik R. Puknys
19 Erik R. Puknys

20 Attorneys for Defendants
21 ABBYY USA SOFTWARE HOUSE,
22 INC., ABBYY SOFTWARE, LTD.,
ABBYY PRODUCTION, LLC, and
LEXMARK INTERNATIONAL, INC.

23 Dated: June 10, 2013

FINNEGAN, HENDERSON, FARABOW,
GARRETT & DUNNER, LLP

24
25
26 By: /s/ Lily Lim
Lily Lim

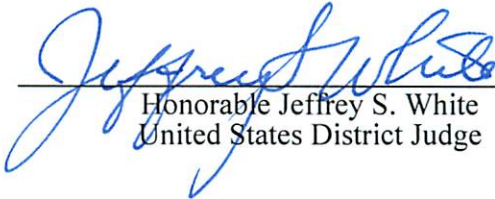
27 Attorneys for Defendant
28 LEXMARK INTERNATIONAL, INC.

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ORDER

Based on the foregoing stipulation,
IT IS SO ORDERED.

Dated: June 10, 2013



Honorable Jeffrey S. White
United States District Judge