

1 John V. Picone III, Bar No. 187226  
 jpicone@hopkinscarley.com  
 2 Allom E. Levy, Bar No. 187251  
 alevy@hopkinscarley.com  
 3 Noelle R. Dunn, Bar No. 226913  
 ndunn@hopkinscarley.com  
 4 HOPKINS & CARLEY  
 A Law Corporation  
 5 The Letitia Building  
 70 S First Street  
 6 San Jose, CA 95113-2406

7 **mailing address:**  
 P.O. Box 1469  
 8 San Jose, CA 95109-1469  
 Telephone: (408) 286-9800  
 9 Facsimile: (408) 998-4790

10 Attorneys for Defendant  
 11 SANMINA-SCI CORPORATION

12 UNITED STATES DISTRICT COURT  
 13 NORTHERN DISTRICT OF CALIFORNIA  
 14 SAN FRANCISCO DIVISION

15 ALBERTA TELECOMMUNICATIONS  
 RESEARCH CENTRE d/b/a TR LABS,

**CASE NO. C 09-00729 MMC**

16 Plaintiff,

**STIPULATED PROTECTIVE ORDER**

17 v.

18 AXIOM MEMORY SOLUTIONS, OKI  
 19 ELECTRIC INDUSTRY COMPANY, LTD.,  
 and SANMINA-SCI CORPORATION,

20 Defendants.

21 **1. PURPOSES AND LIMITATIONS**

22 Disclosure and discovery activity in this action are likely to involve production of  
 23 confidential, proprietary, or private information for which special protection from public  
 24 disclosure and from use for any purpose other than prosecuting this litigation would be  
 25 warranted. Accordingly, the parties hereby stipulate to and petition the court to enter the  
 26 following Stipulated Protective Order. The parties acknowledge that this Order does not confer  
 27 blanket protections on all disclosures or responses to discovery and that the protection it affords  
 28

STIPULATED PROTECTIVE ORDER  
 CASE NO. C 09-00729 MMC

1 extends only to the limited information or items that are entitled under the applicable legal  
2 principles to treatment as confidential. The parties further acknowledge, as set forth in Section  
3 10, below, that this Stipulated Protective Order creates no entitlement to file confidential  
4 information under seal; Civil Local Rule 79-5 sets forth the procedures that must be followed  
5 and reflects the standards that will be applied when a party seeks permission from the court to  
6 file material under seal.

7 **2. DEFINITIONS**

8 2.1 Party: any party to this action, including all of its divisions, sub-divisions,  
9 parent companies, subsidiaries, licensors, licensees, affiliated entities, and each of these entities'  
10 officers, directors, employees, consultants, retained experts, and outside counsel (and their  
11 support staff).

12 2.2 Disclosure or Discovery Material: all items or information, regardless of  
13 the medium or manner generated, stored, or maintained (including, among other things,  
14 testimony, transcripts, or tangible things) that are produced or generated in disclosures or  
15 responses to discovery in this matter.

16 2.3 "Confidential" Information or Items: information (regardless of how  
17 generated, stored or maintained) or tangible things that qualify for protection under standards  
18 developed under F. R. Civ. P. 26(c).

19 2.4 "Highly Confidential – Attorneys' Eyes Only" Information or Items:  
20 extremely sensitive "Confidential Information or Items" that qualify as a trade secret pursuant to  
21 California Civil Code section 3426.1 or which all Parties agree should be so designated.

22 2.5 Receiving Party: Any person that receives Disclosure or Discovery  
23 Material from a Producing Party.

24 2.6 Producing Party: a Party or non-party that produces Disclosure or  
25 Discovery Material in this action.

26 2.7 Designating Party: a Party or non-party that designates information or  
27 items that it produces in disclosures or in responses to discovery as "Confidential" or "Highly  
28

1 Confidential — Attorneys’ Eyes Only.”

2 2.8 Protected Material: any Disclosure or Discovery Material that is  
3 designated as “Confidential” or as “Highly Confidential – Attorneys’ Eyes Only.”

4 2.9 Outside Counsel: attorneys who are not employees of a Party but who are  
5 retained to represent or advise a Party in this action.

6 2.10 House Counsel: attorneys who are employees of a Party.

7 2.11 Counsel (without qualifier): Outside Counsel and House Counsel (as well  
8 as their support staffs).

9 2.12 Expert: a person with specialized knowledge or experience in a matter  
10 pertinent to the litigation who has been retained by a Party or its counsel to serve as an expert  
11 witness or as a consultant in this action and who is not a past or a current employee of a Party or  
12 of a competitor of a Party’s and who, at the time of retention, is not anticipated to become an  
13 employee of a Party or a competitor of a Party’s. This definition includes a professional jury or  
14 trial consultant retained in connection with this litigation.

15 2.13 Professional Vendors: persons or entities that provide litigation support  
16 services (e.g., photocopying; videotaping; translating; preparing exhibits or demonstrations;  
17 organizing, storing, retrieving data in any form or medium; etc.) and their employees and  
18 subcontractors.

19 **3. SCOPE**

20 The protections conferred by this Stipulation and Order cover not only Protected Material  
21 (as defined above), but also any information copied or extracted therefrom, as well as all copies,  
22 excerpts, summaries, or compilations thereof, plus testimony, conversations, or presentations by  
23 parties or counsel to or in court or in other settings that might reveal Protected Material.

24 **4. DURATION**

25 Even after the termination of this litigation, the confidentiality obligations imposed by  
26 this Order shall remain in effect until a Designating Party agrees otherwise in writing or a court  
27 order otherwise directs.

28

1           **5.       DESIGNATING PROTECTED MATERIAL**

2                   5.1       Exercise of Restraint and Care in Designating Material for Protection:

3 Each Party or non-party that designates information or items for protection under this Order must  
4 take care to limit any such designation to specific material that qualifies under the appropriate  
5 standards. A Designating Party must take care to designate for protection only those parts of  
6 material, documents, items, or oral or written communications that qualify – so that other  
7 portions of the material, documents, items, or communications for which protection is not  
8 warranted are not swept unjustifiably within the ambit of this Order.

9                   Mass, indiscriminate, or routinized designations are prohibited. Designations that  
10 are shown to be clearly unjustified, or that have been made for an improper purpose (e.g., to  
11 unnecessarily encumber or retard the case development process, or to impose unnecessary  
12 expenses and burdens on other parties), expose the Designating Party to sanctions at the  
13 discretion of the court pursuant to FRCP 37.

14                   If it comes to a Party’s or a non-party’s attention that information or items that it  
15 designated for protection do not qualify for protection at all, or do not qualify for the level of  
16 protection initially asserted, that Party or non-party must promptly notify all other parties that it  
17 is withdrawing the mistaken designation.

18                   5.2       Manner and Timing of Designations: Except as otherwise provided in this  
19 Order (see, e.g., second paragraph of section 5.2(a), below), or as otherwise stipulated or  
20 ordered, material that qualifies for protection under this Order must be clearly so designated  
21 before the material is disclosed or produced.

22                   Designation in conformity with this Order requires:

23                   (a)       for information in documentary form (apart from transcripts of  
24 depositions or other pretrial or trial proceedings), that the Producing Party affix the legend  
25 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” at the top  
26 of each page that contains protected material. If only a portion or portions of the material on a  
27 page qualifies for protection, the Producing Party also must clearly identify the protected  
28

1 portion(s) (e.g., by making appropriate markings in the margins) and must specify, for each  
2 portion, the level of protection being asserted (either “CONFIDENTIAL” or “HIGHLY  
3 CONFIDENTIAL – ATTORNEYS’ EYES ONLY”).

4 A Party or non-party that makes original documents or materials available  
5 for inspection need not designate them for protection until after the inspecting Party has  
6 indicated which material it would like copied and produced. During the inspection and before  
7 the designation, all of the material made available for inspection shall be deemed “HIGHLY  
8 CONFIDENTIAL – ATTORNEYS’ EYES ONLY.” After the inspecting Party has identified the  
9 documents it wants copied and produced, the Producing Party must determine which documents,  
10 or portions thereof, qualify for protection under this Order, then, before producing the specified  
11 documents, the Producing Party must affix the appropriate legend (“CONFIDENTIAL” or  
12 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”) at the top of each page that  
13 contains Protected Material. If only a portion or portions of the material on a page qualifies for  
14 protection, the Producing Party also must clearly identify the protected portion(s) (e.g., by  
15 making appropriate markings in the margins) and must specify, for each portion, the level of  
16 protection being asserted (either “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL –  
17 ATTORNEYS’ EYES ONLY”).

18 (b) for testimony given in deposition or in other pretrial or trial  
19 proceedings, that the Party or non-party offering or sponsoring the testimony identify on the  
20 record, before the close of the deposition, hearing, or other proceeding, all protected testimony,  
21 and further specify any portions of the testimony that qualify as “CONFIDENTIAL” or  
22 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” as applicable. Any Party or  
23 deponent may within 20 days of the delivery of the deposition transcript to the deponent identify  
24 specific portions of the testimony as to which protection is sought and to specify the level of  
25 protection being asserted (“CONFIDENTIAL” or “HIGHLY CONFIDENTIAL –  
26 ATTORNEYS’ EYES ONLY”). Parties receiving notice of a designation after the deposition is  
27 concluded shall make their best efforts to comply with the designations made by the Designation  
28

1 Party, but shall not be liable for any inadvertently disclosed information prior to receipt of notice  
2 of the designation. Only those portions of the testimony that are appropriately designated for  
3 protection during deposition or within the 20 day period shall be covered by the provisions of  
4 this Stipulated Protective Order. Transcript pages containing Protected Material must be  
5 separately bound by the court reporter, who must affix to the top of each such page the legend  
6 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY,” as  
7 instructed by the Party or nonparty offering or sponsoring the witness or presenting the  
8 testimony. Any person making a designation during the 20 day period after the delivery of the  
9 deposition transcript shall offer, at that Designating Party’s expense, to re-create any newly  
10 designated transcript pages with the appropriate “CONFIDENTIAL” or “HIGHLY  
11 CONFIDENTIAL” designation.

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

19 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent  
20 failure to designate qualified information or items as “CONFIDENTIAL” or “HIGHLY  
21 CONFIDENTIAL – ATTORNEYS’ EYES ONLY” does not, standing alone, waive the  
22 Designating Party’s right to secure protection under this Order for such material. If material is  
23 appropriately designated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL –  
24 ATTORNEYS’ EYES ONLY” after the material was initially produced, the Receiving Party, on  
25 timely notification of the designation, must make reasonable efforts to assure that the material is  
26 treated in accordance with the provisions of this Order.

1           **6. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

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

7           6.2 Meet and Confer. A Party that elects to initiate a challenge to a Designating  
8 Party’s confidentiality designation must do so in good faith and must begin the process by  
9 conferring directly with counsel for the Designating Party. In conferring, the challenging Party  
10 must explain the basis for its belief that the confidentiality designation was not proper and must  
11 give the Designating Party an opportunity to review the designated material, to reconsider the  
12 circumstances, and, if no change in designation is offered, to explain the basis for the chosen  
13 designation. A challenging Party may proceed to the next stage of the challenge process only if  
14 it has engaged in this meet and confer process first.

15           6.3 Judicial Intervention. A Party that elects to press a challenge to a confidentiality  
16 designation after considering the justification offered by the Designating Party may file and  
17 serve a motion under Civil Local Rule 7 (and in compliance with Civil Local Rule 79-5, if  
18 applicable) that identifies the challenged material and sets forth in detail the basis for the  
19 challenge. Each such motion must be accompanied by a competent declaration that affirms that  
20 the movant has complied with the meet and confer requirements imposed in the preceding  
21 paragraph and that sets forth with specificity the justification for the confidentiality designation  
22 that was given by the Designating Party in the meet and confer dialogue. The burden of  
23 persuasion in any such challenge proceeding shall be on the Designating Party. Until the court  
24 rules on the challenge, all parties shall continue to afford the material in question the level of  
25 protection to which it is entitled under the Producing Party’s designation.

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

27           7.1 Basic Principles. A Receiving Party may use Protected Material that is  
28

1 disclosed or produced by another Party or by a non-party in connection with this case only for  
2 prosecuting, defending, or attempting to settle this litigation. Such Protected Material may be  
3 disclosed only to the categories of persons and under the conditions described in this Order.  
4 When the litigation has been terminated, a Receiving Party must comply with the provisions of  
5 section 11, below (FINAL DISPOSITION).

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

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

12 (a) the Receiving Party's Outside Counsel of record in this action, as  
13 well as employees of said Counsel to whom it is reasonably necessary to disclose the information  
14 for this litigation and who have signed the "Agreement to Be Bound by Protective Order" that is  
15 attached hereto as Exhibit A;

16 (b) the officers, directors, and employees (including House Counsel)  
17 of any Party to whom disclosure is reasonably necessary for this litigation and who have signed  
18 the "Agreement to Be Bound by Protective Order" (Exhibit A);

19 (c) the officers, directors, and employees (including House Counsel)  
20 of non-parties disclosed in the Parties' respective Certification of Interested Parties to whom  
21 disclosure is reasonably necessary for this litigation and who have signed the "Agreement to Be  
22 Bound by Protective Order" (Exhibit A);

23 (d) experts (as defined in this Order) of the Receiving Party to whom  
24 disclosure is reasonably necessary for this litigation and who have signed the "Agreement to Be  
25 Bound by Protective Order" (Exhibit A);

26 (e) the Court and its personnel;

27 (f) court reporters, their staffs, and professional vendors to whom  
28

1 disclosure is reasonably necessary for this litigation and who have signed the "Agreement to Be  
2 Bound by Protective Order" (Exhibit A);

3 (g) during their depositions, witnesses in the action to whom  
4 disclosure is reasonably necessary and who have signed the "Agreement to Be Bound by  
5 Protective Order" (Exhibit A). Pages of transcribed deposition testimony or exhibits to  
6 depositions that reveal Protected Material must be separately bound by the court reporter and  
7 may not be disclosed to anyone except as permitted under this Stipulated Protective Order.

8 (h) the author of the document or the original source of the  
9 information;

10 (i) any person acting as a neutral in any alternative dispute resolution  
11 process, including said neutral's staff, in which the parties jointly participate in connection with  
12 this Action; and

13 (j) any other person to whom a party wishes to disclose any material  
14 designated as "CONFIDENTIAL" and who has signed the "Agreement to Be Bound By  
15 Protective Order" (Exhibit A) upon the written consent of the designating party, which is not to  
16 be unreasonably withheld, or upon further order of the court.

17 7.3 Disclosure of "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES  
18 ONLY" Information or Items: Unless otherwise ordered by the court or permitted in writing by  
19 the Designating Party, a Receiving Party may disclose any information or item designated  
20 "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY" only to:

21 (a) A Party's Outside Counsel of record in this action, as well as  
22 employees of said Counsel to whom it is reasonably necessary to disclose the information for  
23 this litigation and who have signed the "Agreement to Be Bound by Protective Order" that is  
24 attached hereto as Exhibit A;

25 (b) Experts (as defined in this Order) (1) to whom disclosure is  
26 reasonably necessary for this litigation, (2) who have signed the "Agreement to Be Bound by  
27 Protective Order" (Exhibit A);

1 (c) the Court and its personnel;  
2 (d) court reporters, their staffs, and professional vendors to whom  
3 disclosure is reasonably necessary for this litigation and who have signed the "Agreement to Be  
4 Bound by Protective Order" (Exhibit A);

5 (e) the author of the document or the original source of the  
6 information;

7 (f) during their deposition (1) people who are already familiar with the  
8 specific information, documents, or testimony designated "HIGHLY CONFIDENTIAL –  
9 ATTORNEYS' EYES ONLY" and who have signed the "Agreement to Be Bound by Protective  
10 Order" (Exhibit A) or (2) representatives of the party making the "HIGHLY CONFIDENTIAL –  
11 ATTORNEYS' EYES ONLY" designation. Pages of transcribed deposition testimony or  
12 exhibits to depositions that reveal Protected Material must be separately bound by the court  
13 reporter and may not be disclosed to anyone except as permitted under this Stipulated Protective  
14 Order;

15 (g) any person acting as a neutral in any alternative dispute resolution  
16 process, including said neutral's staff, in which the parties jointly participate in connection with  
17 this Action and who has signed the "Agreement to Be Bound by Protective Order" (Exhibit A);

18 (h) any other person to whom a party wishes to disclose any material  
19 designated as "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY" and who has  
20 signed the "Agreement to Be Bound By Protective Order" (Exhibit A) upon the written consent  
21 of the Designating Party, which is not to be unreasonably withheld, or upon further order of the  
22 court.

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

25 If a Receiving Party is served with a subpoena or an order issued in other litigation that  
26 would compel disclosure of any information or items designated in this action as  
27 "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY," the

28

1 Receiving Party must so notify the Designating Party, in writing (by fax) immediately and in no  
2 event more than three court days after receiving the subpoena or order. Such notification must  
3 include a copy of the subpoena or court order.

4 The Receiving Party also must immediately inform in writing the party who caused the  
5 subpoena or order to issue in the other litigation that some or all the material covered by the  
6 subpoena or order is the subject of this Protective Order. In addition, the Receiving Party must  
7 deliver a copy of this Stipulated Protective Order promptly to the Party in the other action that  
8 caused the subpoena or order to issue.

9 The purpose of imposing these duties is to alert the interested parties to the existence of  
10 this Protective Order and to afford the Designating Party in this case an opportunity to try to  
11 protect its confidentiality interests in the court from which the subpoena or order issued. The  
12 Designating Party shall bear the burdens and the expenses of seeking protection in that court of  
13 its confidential material – and nothing in these provisions should be construed as authorizing or  
14 encouraging a Receiving Party in this action to disobey a lawful directive from another court.

15 **9. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

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

23 **10. FILING PROTECTED MATERIAL**

24 Without written permission from the Designating Party or a court order secured after  
25 appropriate notice to all interested persons, a Party may not file in the public record in this action  
26 any Protected Material. A Party that seeks to file under seal any Protected Material must comply  
27 with Civil Local Rule 79-5.

1                   **11.     INADVERTENT DISCLOSURE OF PRIVILEGED MATERIAL**

2                   Notwithstanding the provisions of Rule 26(b)(5)(B) of the Federal Rules of Civil  
3 Procedure, any inadvertent disclosure of a privileged documents or information, whether  
4 protected by the Attorney-Client or Work-Product privileges, shall not constitute a waiver of that  
5 privilege or of the subject matter of those documents. Any inadvertently disclosed privileged  
6 documents or information, whether protected by the Attorney-Client or Work Product privilege,  
7 will not be used for any purpose in this case upon notification to the Receiving Party and  
8 resolution of the matter as indicated herein.

9                   If the Producing Party discovers that it produced a document or information that is  
10 subject to Attorney-Client Privilege or Attorney Work Product protection, the Producing Party  
11 must notify the Receiving Party of the inadvertent disclosure or production in writing. The  
12 Receiving Party agrees to return any identified privileged material inadvertently disclosed  
13 immediately upon notice of such disclosure by the Producing Party, including removing access  
14 to the electronic version of the document and taking reasonable efforts to retrieve the document  
15 if it was disclosed before notification. If there is a dispute regarding the document or  
16 information, the Producing Party will preserve the document or information until resolution of  
17 the dispute. Before the Receiving Party attempts to seek a ruling concerning whether the  
18 document and/or information is in fact privileged or whether any privilege has been waived, the  
19 Parties shall meet and confer and engage in good faith efforts to resolve any disputes concerning  
20 the disclosed or produced information. Any information presented to the Court for resolution  
21 must be done under seal to the extent permissible.

22                   **12.     FINAL DISPOSITION**

23                   Unless otherwise ordered or agreed in writing by the Producing Party, within sixty days  
24 after the final termination of this action, each Receiving Party must return all Protected Material  
25 to the Producing Party or destroy all Protected Material. As used in this subdivision, “all  
26 Protected Material” includes all copies, abstracts, compilations, summaries or any other form of  
27 reproducing or capturing any of the Protected Material. Whether the Protected Material is  
28

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

11 **13. MISCELLANEOUS**

12 13.1 Right to Further Relief. Nothing in this Order abridges the right of any  
13 person to seek its modification by the Court in the future, or to seek greater or differing  
14 protection for specific Discovery Material:

15 13.2 Right to Assert Other Objections. By stipulating to the entry of this  
16 Protective Order no Party waives any right it otherwise would have to object to disclosing or  
17 producing any information or item on any ground. Similarly, no Party waives any right to object  
18 on any ground to use in evidence of any of the material covered by this Protective Order.

19 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

20 Dated: June 9, 2009

STADHEIM & GREAR, LTD.

21  
22  
23 By: /s/ George Summerfield

George Summerfield  
Rolf O. Stadheim  
Joseph A. Grear  
Keith A. Vogt  
Steven R. Pendersen  
Attorneys for Plaintiff  
ALBERTA TELECOMMUNICATIONS  
RESEARCH CENTRE d/b/a TR LABS

1 Dated: June 9, 2009

HOPKINS & CARLEY  
A Law Corporation

2

3

4

By:           /s/ Noelle R. Dunn          

5

John V. Picone III

6

Allonn E. Levy

7

Noelle R. Dunn

8

Attorneys for Defendant

9

SANMINA-SCI CORPORATION

10

~~PROPOSED~~ ORDER

11

PURSUANT TO STIPULATION, IT IS SO ORDERED.

12

DATED: June 10, 2009

13

  
United States District Court Judge

14

15

16

17

18

19

20

21

22

23

24

25

26

27

28

1 EXHIBIT A

2 ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

3 I, \_\_\_\_\_ [print or type full name], of \_\_\_\_\_ [print  
4 or type full address], declare under penalty of perjury that I have read in its entirety and  
5 understand the Stipulated Protective Order that was issued by the United States District Court for  
6 the Northern District of California on \_\_\_\_\_ [date] in the case entitled "*Alberta*  
7 *Telecommunications Research Centre d/b/a TR Labs v. Axiom Memory Solutions, et al.*," Case  
8 No. C 09-00729 MMC. I agree to comply with and to be bound by all the terms of this  
9 Stipulated Protective Order and I understand and acknowledge that failure to so comply could  
10 expose me to sanctions and punishment in the nature of contempt. I solemnly promise that I will  
11 not disclose in any manner any information or item that is subject to this Stipulated Protective  
12 Order to any person or entity except in strict compliance with the provisions of this Order.

13 I further agree to submit to the jurisdiction of the United States District Court for the  
14 Northern District of California for the purpose of enforcing the terms of this Stipulated  
15 Protective Order, even if such enforcement proceedings occur after termination of these  
16 consolidated cases.

17 Date: \_\_\_\_\_  
18

19 City and State where sworn and signed: \_\_\_\_\_  
20

21 Printed name: \_\_\_\_\_  
[printed name]

22 Signature: \_\_\_\_\_  
23 [signature]