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 17 AG

18 UNITED STATES DISTRICT COURT  
 19 NORTHERN DISTRICT OF CALIFORNIA  
 20 SAN JOSE DIVISION

22 INFINEON TECHNOLOGIES AG,,

23 Plaintiff,

24 v.

25 VOLTERRA SEMICONDUCTOR  
 26 CORPORATION,

27 Defendant.

Case No. CV-11-6239 (MMC)

**STIPULATION AND ~~PROPOSED~~  
 ORDER REGARDING USE OF  
 DISCOVERY MATERIALS FROM CASE  
 NO. 3:08-CV-05129-JCS (DKT. NO 76)**

1 Plaintiff Infineon Technologies, AG (“Infineon”) and Defendant Volterra Semiconductor  
2 Corporation (“Volterra”) (collectively “the Parties”) have conferred by and through their counsel  
3 and, subject to the Court’s approval, HEREBY STIPULATE AS FOLLOWS:

4 WHEREAS, the Parties in the above-captioned case are also parties to the case captioned  
5 *Volterra Semiconductor Corporation v. Primarion, Inc. et al.*, United States District Court,  
6 Northern District of California, Case No. C 08-05129 (CRB) (“*Volterra v. Primarion*”) and are  
7 represented by the same counsel in these matters;

8 WHEREAS, a Stipulated Protective Order was previously entered in the *Volterra v.*  
9 *Primarion* case on May 5, 2009 (Docket No. 76) (the “Protective Order”);

10 WHEREAS, on September 11, 2012, Judge Spero entered an order (Docket No. 1820)  
11 adding the following language to the Protective Order: “Nothing in this Order shall be constructed  
12 to forbid the disclosure of any Protected Material during discovery in case 3:11-cv-6239-MMC  
13 (DMR), if so ordered by any judge in that case”;

14 WHEREAS, for administrative convenience, the parties agree that certain materials from  
15 the *Volterra v. Primarion* case may be used in this case without requiring the re-production of  
16 those materials; and

17 WHEREAS, the parties agree that this agreement is not intended in any way to alter the  
18 scope of discovery appropriate for this action;

19 In view of the foregoing, the Parties STIPULATE:

20 1. The Protective Order entered in the *Volterra v. Primarion* case shall not bar the  
21 parties in this case from use of the following categories of material subject to the  
22 corresponding confidentiality protections provided in the Stipulated Protective  
23 Order entered in this case on July 17, 2012 (Docket No. 104):

- 24 • requests for production of documents and responses;
- 25 • interrogatories and responses;
- 26 • requests for admissions and responses;

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- document productions and privilege logs;<sup>1</sup>
- technical (non-damages) expert reports, declarations, depositions and testimony;
- briefing, hearing transcripts, findings of facts, and orders related to claim construction, infringement/noninfringement, validity/invalidity, including for preliminary injunction, motions for summary judgment/partial summary judgment;
- pleadings (including exhibits and attachments);
- testimony (including deposition testimony, trial testimony, affidavits and declarations);
- trial transcripts, demonstratives and exhibits; and
- exhibits, attachments, appendices and other referenced materials in the above.

2. Neither party shall be required to re-produce materials that are the subject of Paragraph 1 in this lawsuit.
3. By entering into this Stipulation, neither side is waiving any objections to the discoverability, relevance, or admissibility of any of the materials that are the subject of Paragraph 1.
4. By entering into this Stipulation, neither side is waiving the right to request to add additional materials to Paragraph 1.
5. Finally, the parties agree that this Stipulation does not allow the parties to seek, obtain, or use information beyond that which would otherwise be relevant and discoverable in this action (including, e.g., that it does not permit the use of discovery or information about or relating to products other than those timely and properly accused in Infineon’s infringement contentions), and does not excuse

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<sup>1</sup> The parties acknowledge that certain documents produced in the *Volterra v. Primarion* case may be subject to third party confidentiality obligations. Insofar as a party wishes to use in this case any document that was produced in the *Volterra v. Primarion* case that contains or appears to contain third party confidential information, that party shall notify the producing party of its desire to use that material so that the producing party can seek the consent of the third party as appropriate.

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either side from complying with its discovery obligations in this case. The parties further agree that this Stipulation does not reflect an agreement that all relevant discovery that should have been provided in the *Volterra v. Primarion* case was produced or that the discovery that was requested or provided in the *Volterra v. Primarion* case was proper or relevant.

IT IS SO STIPULATED.

Dated: April 8, 2014

Respectfully submitted,

BAKER BOTTS L.L.P

By:           /s/ David G. Wille            
David G. Wille

Attorneys for Plaintiff  
INFINEON TECHNOLOGIES AG

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