

1 Robert A. Mittelstaedt (SBN 60359)
 ramittelstaedt@jonesday.com
 2 Patrick T. Michael (SBN 169745)
 pmichael@jonesday.com
 3 Krista S. Schwartz (Admitted *Pro Hac Vice*)
 ksschwartz@jonesday.com
 4 Joe C. Liu (SBN 237356)
 jcliu@jonesday.com
 5 Nathaniel P. Garrett (SBN 248211)
 ngarrett@jonesday.com
 6 JONES DAY
 555 California Street, 26th Floor
 7 San Francisco, CA 94104
 Telephone: (415) 626-3939
 8 Facsimile: (415) 875-5700
 9 Heather N. Fugitt (SBN 261588)
 hfugitt@jonesday.com
 10 JONES DAY
 1755 Embarcadero Road
 11 Palo Alto, CA 94303
 Telephone: (650) 739-3939
 12 Facsimile: (650) 739-3900

13 Attorneys for Plaintiff
 SYNOPSYS, INC.

Paul Alexander (#49997)
 ARNOLD & PORTER LLP
 1801 Page Mill Road
 Suite 110
 Palo Alto, CA 94304-1216
 Telephone: (650) 798-2920
 Fax: (650) 798-2999
 E-Mail: paul.alexander@aporter.com

 Martin R. Glick (#40187)
 Emily C. Hostage (#287116)
 ARNOLD & PORTER LLP
 7th Floor
 Three Embarcadero Center
 San Francisco, CA 94111-4024
 Telephone: (415) 471-3100
 Fax: (415) 471-3400
 E-Mail: Marty.Glick@aporter.com
 E-Mail: Emily.Hostage@aporter.com

 Denise McKenzie (#193313)
 ARNOLD & PORTER LLP
 777 South Figueroa Street
 Forty-Fourth Floor
 Los Angeles, CA 90017-5844
 Telephone: (213) 243-4000
 Fax: (213) 243-4199
 E-Mail: Denise.McKenzie@aporter.com

Attorneys for Defendant
 ATOPTECH, INC.

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

20 SYNOPSYS, INC.,
 21 Plaintiff,
 22 v.
 23 ATOPTECH, INC.,
 24 Defendant.

Case No. 3:13-cv-02965-MMC (DMR)
**~~PROPOSED~~ STIPULATED
 PROTECTIVE ORDER**

26 **1. PURPOSES AND LIMITATIONS**

27 Disclosure and discovery activity in this action are likely to involve production of
 28 confidential, proprietary, or private information, including, but not limited to, financial

1 information, proprietary information, confidential sales information, and/or commercially
2 valuable information that the respective Parties maintain in confidence in the ordinary course of
3 business, for which special protection from public disclosure and from use for any purpose other
4 than prosecuting this litigation may be warranted. Accordingly, the Parties hereby stipulate to
5 and petition the Court to enter the following Stipulated Protective Order. The Parties
6 acknowledge that this Order does not confer blanket protections on all disclosures or responses to
7 discovery and that the protection it affords from public disclosure and use extends only to the
8 limited information or items that are entitled to confidential treatment under the applicable legal
9 principles. The Parties further acknowledge, as set forth in Section 15.4 below, that this
10 Stipulated Protective Order does not entitle them to file confidential information under seal; Civil
11 Local Rule 79-5 sets forth the procedures that must be followed and the standards that will be
12 applied when a Party seeks permission from the Court to file material under seal.

13 **2. DEFINITIONS**

14 2.1 Challenging Party: a Party or Non-Party that challenges the designation of
15 information or items under this Order.

16 2.2 “CONFIDENTIAL” Information or Items: information, documents, and things the
17 Designating Party believes in good faith comprises or includes confidential, proprietary and/or
18 trade secrets or other confidential research, development, or sensitive commercial information
19 that is not generally known to others, and which the Designating Party (i) would not normally
20 reveal to third parties except in confidence or has undertaken with others to maintain in
21 confidence, or (ii) believes in good faith is protected by a right to privacy under federal or state
22 law or any other applicable privilege or right related to confidentiality or privacy.

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

25 2.4 Corporate Designee: An employee of a Party who is not an attorney and seeks
26 access to “CONFIDENTIAL” and “HIGHLY CONFIDENTIAL - ATTORNEYS’ EYES ONLY”
27 information in this matter.
28

1 2.5 Designated House Counsel: House Counsel who seek access to
2 “CONFIDENTIAL” and “HIGHLY CONFIDENTIAL - ATTORNEYS’ EYES ONLY”
3 information in this matter.

4 2.6 Designating Party: a Party or Non-Party that designates information, documents
5 or things that it produces in disclosures or in responses to discovery as “CONFIDENTIAL,”
6 “HIGHLY CONFIDENTIAL - ATTORNEYS’ EYES ONLY” or “HIGHLY CONFIDENTIAL -
7 ATTORNEYS’ EYES ONLY - SOURCE CODE.”

8 2.7 Disclosure or Discovery Material: all items or information, including from a non-
9 party, regardless of the medium or manner in which it is generated, stored, or maintained
10 (including, among other things, testimony, transcripts, and tangible things), that are produced,
11 disclosed or generated in connection with discovery in this matter, including documents,
12 deposition testimony or discovery responses.

13 2.8 Expert: a person with specialized knowledge or experience in a matter pertinent to
14 the litigation who (1) has been retained by a Party or its Counsel to serve as an expert witness or
15 as a consultant in this action, (2) is not a past or current employee of a Party or a Party’s
16 competitor, and (3) at the time of retention, is not anticipated to become an employee of a Party
17 or a Party’s competitor.

18 2.9 “HIGHLY CONFIDENTIAL - ATTORNEYS’ EYES ONLY” Information or
19 Items: information, documents, and things the Designating Party believes in good faith are not
20 generally known to others and have significant competitive value such that unrestricted disclosure
21 to others would create a substantial risk of serious injury, and which the Designating Party (i)
22 would not normally reveal to third parties except in confidence or has undertaken with others to
23 maintain in confidence, or (ii) believes in good faith is significantly sensitive and protected by a
24 right to privacy under federal or state law or any other applicable privilege or right related to
25 confidentiality or privacy.

26 2.10 “HIGHLY CONFIDENTIAL - ATTORNEYS’ EYES ONLY - SOURCE CODE”
27 Information or Items: extremely sensitive “Confidential Information or Items” representing
28 Source Code and associated comments and revision histories, formulas, engineering

1 specifications, or schematics that define or otherwise describe in detail the algorithms or structure
2 of software or hardware designs, disclosure of which to another Party or Non-Party would create
3 a substantial risk of serious harm to the competitive position of the Designating Party that could
4 not be avoided by less restrictive means.

5 2.11 House Counsel: attorneys who are employees of a Party to this action. House
6 Counsel does not include Outside Counsel of Record or any other outside counsel.

7 2.12 Non-Party or Non-Parties: any natural person, partnership, corporation,
8 association, or other legal entity not named as a Party to this action.

9 2.13 Outside Counsel of Record or Outside Counsel: outside counsel who appear on
10 the pleadings as counsel for a Party, or partners, associates, and employees of such outside
11 counsel to whom it is reasonably necessary to disclose the information for this litigation,
12 including supporting personnel employed by the attorneys, such as paralegals, legal translators,
13 legal secretaries, legal clerks and shorthand reporters.

14 2.14 Party or Parties: any party to this action, including all of its officers, directors,
15 employees, consultants, retained experts, and Outside Counsel of Record (and their support
16 staffs).

17 2.15 Producing Party: a Party or Non-Party that produces Disclosure or Discovery
18 Material in this action.

19 2.16 Professional Vendors: persons or entities that provide litigation support services
20 (e.g., photocopying, videotaping, translating, preparing exhibits or demonstrations, and
21 organizing, storing, or retrieving data in any form or medium) and their employees and
22 subcontractors. This definition includes a professional jury or trial consultant retained in
23 connection with this litigation and mock jurors retained by such a consultant to assist them in
24 their work. Professional Vendors do not include consultants who fall within the definition of
25 Outside Consultant.

26 2.17 Protected Material: any Disclosure or Discovery Material that is designated as
27 “CONFIDENTIAL,” “HIGHLY CONFIDENTIAL - ATTORNEYS’ EYES ONLY,” or
28

1 “HIGHLY CONFIDENTIAL - ATTORNEYS’ EYES ONLY - SOURCE CODE” Material
2 produced by a Party or Non-Party in discovery in this action.

3 2.18 Receiving Party: a Party that receives Disclosure or Discovery Material from a
4 Producing Party.

5 2.19 Source Code: computer instructions, data structures, and data definitions
6 expressed in a form suitable for input to an assembler, compiler, translator, or other data
7 processing module.

8 **3. SCOPE**

9 The protections conferred by this Stipulation and Order cover not only Protected Material
10 (as defined above in Section 2.17), but also (1) any information copied or extracted from
11 Protected Material; (2) all copies, excerpts, summaries, or compilations of Protected Material; and
12 (3) any testimony, conversations, or presentations by Parties or their Counsel that might reveal
13 Protected Material. Any use of Protected Material at trial shall be governed by a separate
14 agreement or order. Nothing herein shall alter or change in any way the discovery provisions of
15 the Federal Rules of Civil Procedure.

16 **4. DURATION**

17 Even after final disposition of this litigation, the confidentiality obligations imposed by
18 this Order shall remain in effect until a Designating Party agrees otherwise in writing or a court
19 order otherwise directs, except with respect to information, documents and things that become a
20 matter of public record in this action. Final disposition shall be deemed to be the later of (1)
21 dismissal of all claims and defenses in this action, with or without prejudice; and (2) final
22 judgment herein after the completion and exhaustion of all appeals, rehearings, remands, trials, or
23 reviews of this action, including the time limits for filing any motions or applications for
24 extension of time pursuant to applicable law.

25 **5. DESIGNATING PROTECTED MATERIAL**

26 5.1 Exercise of Restraint and Care in Designating Material for Protection. Subject to
27 the limitations set forth in this Order, (a) a Designating Party may designate as
28 “CONFIDENTIAL” information the Designating Party believes in good faith meets the definition

1 set forth in Section 2.2 above; (b) a Designating Party may designate as “HIGHLY
2 CONFIDENTIAL - ATTORNEYS’ EYES ONLY” information the Designating Party believes in
3 good faith meets the definition set forth in Section 2.9 above; (c) a Designating Party may
4 designate as “HIGHLY CONFIDENTIAL - ATTORNEYS’ EYES ONLY - SOURCE CODE”
5 information the Designating Party believes in good faith meets the definition set forth in Section
6 2.10 above ; and (d) a Designating Party may designate as “SUBJECT TO PROSECUTION
7 BAR” information the Designating Party believes in good faith meets the definition set forth in
8 Section 8 below.

9 To the extent it is practical to do so, the Designating Party must designate for protection
10 only those parts of material, documents, items, or oral or written communications that qualify, so
11 that other portions of the material, documents, items, or communications for which protection is
12 not warranted are not swept unjustifiably within the ambit of this Order.

13 Mass, indiscriminate, or routinized designations are prohibited. Designations that are
14 shown to be clearly unjustified or that have been made for an improper purpose (e.g., to
15 unnecessarily encumber or retard the case development process or to impose unnecessary
16 expenses and burdens on other parties) expose the Designating Party to sanctions.

17 If it comes to a Designating Party’s attention that information or items that it designated
18 for protection do not qualify for protection at all or do not qualify for the level of protection
19 initially asserted, that Designating Party must promptly notify all other Parties that it is
20 withdrawing the mistaken designation.

21 5.2 Manner and Timing of Designations. Except as otherwise provided in this Order
22 (see, e.g., section 5.2(d) below), or as otherwise stipulated or ordered, Disclosures or Discovery
23 Material that qualifies for protection under this Order must be clearly so designated before the
24 material is disclosed or produced.

25 Designation in conformity with this Order requires:

26 (a) *Information in documentary form* (e.g., paper or electronic documents, but
27 excluding transcripts of depositions or other pretrial or trial proceedings). The Producing Party
28 should affix the legend “CONFIDENTIAL,” “HIGHLY CONFIDENTIAL - ATTORNEYS’

1 EYES ONLY,” or “HIGHLY CONFIDENTIAL - ATTORNEYS’ EYES ONLY - SOURCE
2 CODE” to the first page and each page that contains Protected Material. If only a portion or
3 portions of the material on a page qualifies for protection, the Producing Party also must clearly
4 identify the protected portion(s) (e.g., by making appropriate markings in the margins) and must
5 specify, for each portion, the level of protection being asserted.

6 A discovery response is to be designated as Protected Material by placing, on the first
7 page of the set of responses and on each page that contains information that the Designating Party
8 claims to be Protected Material, one of the legends specified in this subsection.

9 (b) *Information produced in some form other than documentary and for any other*
10 *tangible items.* Information or material produced in an electronic or magnetic medium (such as
11 CD, DVD, floppy diskette or tape) is to be designated as Protected Material by marking or
12 labeling the medium container with the legend “CONFIDENTIAL,” “HIGHLY
13 CONFIDENTIAL - ATTORNEYS’ EYES ONLY,” or “HIGHLY CONFIDENTIAL -
14 ATTORNEYS’ EYES ONLY - SOURCE CODE.” If any person or entity who receives such a
15 designated magnetic medium prints or otherwise transfers to another medium any of the
16 information contained on the magnetic medium, any resulting document or other medium shall be
17 marked by that person or entity as Protected Material in accordance with this subsection.

18 A physical exhibit is to be designated as Protected Material by affixing to it a label with
19 one of the legends specified in this subsection.

20 (c) *Information made available for inspection.* The procedures for inspecting source
21 code are governed by Section 9 below. A Party or Non-Party that makes original documents or
22 materials (excluding source code) available for inspection need not designate them for protection
23 until after the inspecting Party has indicated which material it would like copied and produced.
24 During the inspection and before the designation, all of the material made available for inspection
25 shall be deemed “HIGHLY CONFIDENTIAL - ATTORNEYS’ EYES ONLY.” After the
26 inspecting Party has identified the documents it wants copied and produced, the Producing Party
27 must determine which documents, or portions thereof, qualify for protection under this Order.
28 Then, before producing the specified documents, the Producing Party must affix the appropriate

1 legend (“CONFIDENTIAL,” “HIGHLY CONFIDENTIAL - ATTORNEYS’ EYES ONLY,” or
2 “HIGHLY CONFIDENTIAL - ATTORNEYS’ EYES ONLY - SOURCE CODE”) to each page
3 that contains Protected Material. If only a portion or portions of the material on a page qualifies
4 *for protection, the Producing Party also must clearly identify the protected portion(s) (e.g., by*
5 *making appropriate markings in the margins) and must specify, for each portion, the level of*
6 *protection being asserted.*

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

21 Parties shall give the other Parties notice if they reasonably expect a deposition, hearing,
22 or other proceeding to include Protected Material so that the other Parties can ensure that only
23 authorized individuals who have signed the “Acknowledgment and Agreement to Be Bound”
24 (Exhibit A) are present at those proceedings. The use of a document as an exhibit at a deposition
25 shall not in any way affect its designation as “CONFIDENTIAL,” “HIGHLY CONFIDENTIAL -
26 ATTORNEYS’ EYES ONLY,” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY
27 - SOURCE CODE. ”

28 If a portion of a deposition is designated on the record, during the deposition, as

1 “CONFIDENTIAL,” “HIGHLY CONFIDENTIAL - ATTORNEYS’ EYES ONLY,” or
2 “HIGHLY CONFIDENTIAL - ATTORNEYS’ EYES ONLY - SOURCE CODE,” the deposition
3 shall continue, and if any persons not approved for access to Protected Material under this
4 Protective Order are attending the deposition, they shall leave.

5 Transcripts containing Protected Material shall have an obvious legend on the title page
6 that the transcript contains Protected Material, and the title page shall be followed by a list of all
7 pages (including line numbers as appropriate) that have been designated as Protected Material and
8 the level of protection being asserted by the Designating Party. The Designating Party shall
9 inform the court reporter of these requirements. Any transcript that is prepared before the
10 expiration of a 15-business-day period for designation shall be treated during that period as if it
11 had been designated “HIGHLY CONFIDENTIAL - ATTORNEYS’ EYES ONLY” in its entirety
12 unless otherwise agreed. After the expiration of that period, the transcript shall be treated only as
13 actually designated.

14 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent failure to
15 designate qualified information or items does not, standing alone, waive the Designating Party’s
16 right to secure protection under this Order for such material. Upon timely correction of a
17 designation, the Receiving Party must make reasonable efforts to assure that the material is
18 treated in accordance with the provisions of this Order.

19 **6. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

20 6.1 Timing of Challenges. Any Party or Non-Party is permitted to challenge a
21 designation of confidentiality at any time. A Party or Non-Party shall not be obligated to
22 challenge the propriety of any designation of Discovery material under this Order at the time the
23 designation is made, and the failure to do so shall not preclude a subsequent challenge thereto.

24 6.2 Meet and Confer. The Challenging Party shall initiate the dispute resolution
25 process by providing written notice of each designation it is challenging and describing the basis
26 for each challenge. To avoid ambiguity as to whether a challenge has been made, the written
27 notice must recite that the challenge to confidentiality is being made in accordance with this
28 specific paragraph of the Protective Order and shall particularly identify each document by Bates

1 number and set forth the specific reason the Challenging Party believes the designation is
2 improper for that document. The Parties shall attempt to resolve each challenge in good faith and
3 must begin the process by conferring directly (in voice to voice dialogue; other forms of
4 communication are not sufficient) within 14 days of the date of service of notice. In conferring,
5 the Challenging Party must explain the basis for its belief that the confidentiality designation was
6 not proper and must give the Designating Party an opportunity to review the designated material,
7 to reconsider the circumstances, and, if no change in designation is offered, to explain the basis
8 for the chosen designation. A Challenging Party may proceed to the next stage of the challenge
9 process only if it has engaged in this meet and confer process first or establishes that the
10 Designating Party is unwilling to participate in the meet and confer process in a timely manner.

11 6.3 Judicial Intervention. If the Parties cannot resolve a challenge without court
12 intervention, the Designating Party shall follow the procedures in this Court's standing order
13 regarding discovery disputes, see ECF No. 159, within 21 days of the initial notice of challenge or
14 within 14 days of the parties agreeing that the meet and confer process will not resolve their
15 dispute, whichever is earlier. Failure by the Designating Party to seek judicial intervention
16 through the procedure described above shall automatically waive the confidentiality designation
17 for each challenged designation. In addition, the Challenging Party may challenge a
18 confidentiality designation at any time if there is good cause for doing so, including a challenge to
19 the designation of a deposition transcript of any portions thereof. Any joint letter brought
20 pursuant to this provision must be accompanied by a competent declaration affirming that the
21 parties have complied with the meet and confer requirements imposed by this Court's standing
22 order regarding discovery disputes.

23 The burden of persuasion in any such challenge proceeding shall be on the Designating
24 Party. Frivolous challenges and those made for an improper purpose (e.g., to harass or impose
25 unnecessary expenses and burdens on other parties) may expose the Challenging Party to
26 sanctions. Unless the Designating Party has waived the confidentiality designation by failing to
27 file a motion to retain confidentiality as described above, all Parties shall continue to afford the
28 material in question the level of protection to which it is entitled under the Producing Party's

1 designation until the Court rules on the challenge.

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

3 7.1 Basic Principles. Unless otherwise ordered by the Court or agreed to in writing by
4 the Parties, a Receiving Party is permitted to use Protected Material that is disclosed or produced
5 by another Party or by a Non-Party in connection with this case only for prosecuting, defending,
6 or attempting to settle this litigation and a Receiving Party shall not use Protected Material for
7 any other purpose. Such Protected Material may be disclosed only to the categories of persons
8 and under the conditions described in this Order. When the litigation has been terminated, a
9 Receiving Party must comply with the provisions of Section 16 below (FINAL DISPOSITION).

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

12 7.2 Disclosure of Materials Designated as “HIGHLY CONFIDENTIAL -
13 ATTORNEYS’ EYES ONLY.” Information and material designated as “HIGHLY
14 CONFIDENTIAL - ATTORNEYS’ EYES ONLY” may be disclosed only to the following
15 persons, unless the Designating Party first otherwise agrees in writing or the Court first otherwise
16 orders:

17 (a) Outside Counsel of Record for the Parties to this litigation, and employees, or in-
18 house contractors or vendors of such Outside Counsel (or such counsel’s law firm) who work
19 under the supervision of and support such counsel, provided, however, that none has a financial
20 interest in the outcome of the case and/or any relationship whatsoever, except for the relationship
21 arising from work relating to the prosecution or defense of this litigation, to any Party to this
22 litigation;

23 (b) Independent consultants or Expert witnesses performing consulting or testifying
24 services in connection with the prosecution or defense of this litigation, provided that each such
25 person:

- 26 (i) is not an officer, director, owner or employee of any Party; and
27 (ii) executes a copy of the “Acknowledgment and Agreement to Be Bound”
28 (Exhibit A).

1 (c) Non-Parties specifically retained to assist Outside Counsel in copying or computer
2 coding of Disclosures or Discovery Material provided that each such person executes a copy of
3 Exhibit A attached to this Protective Order;

4 (d) Non-Parties specifically retained by Outside Counsel in preparing demonstrative
5 or other exhibits for deposition, trial or other court proceedings in this action provided that each
6 such person executes a copy of Exhibit A attached to this Protective Order;

7 (e) Non-Parties such as non-technical jury or trial consulting services, including mock
8 jurors, or other counsel retained by the Parties or by Counsel who have not entered an appearance
9 in this action, provided that each such person executes a copy of Exhibit A attached to this
10 Protective Order;

11 (f) Qualified persons taking or recording testimony involving Protected Material and
12 their employees and their co-workers whose duties require access to Protected Materials;

13 (g) Professional Vendors retained by the Parties or by Counsel;

14 (h) The Court, Court personnel, and court reporters;

15 (i) Any mediators and their personnel selected or appointed by the Court;

16 (j) Deposition witnesses, where at least one of the following conditions applies:

17 (i) the witness is an employee of the Designating Party when the disclosure is
18 made;

19 (ii) the attorney taking the deposition and showing the witness the Protected
20 Material represents the Designating Party;

21 (iii) the witness's name appears on the Protected Material as a person who has
22 previously seen or received the Protected Material, or it is otherwise established that the witness
23 has previously seen or received the Protected Material or knows the information contained within
24 it;

25 (iv) the Designating Party has consented on the record of the deposition to the
26 showing of the Protected Material to the witness; or

27 (v) at least three (3) business days before the deposition, the Party wishing to
28 show the witness the Protected Material notifies the Designating Party in writing of its intent to

1 do so, with a specific listing of the Protected Material to be shown, and the Designating Party
2 fails to provide, within one (1) business day of receipt of the notice, written objection to this use
3 of Protected Material. If a timely written objection is provided, the Protected Material identified
4 in the written objection shall not be shown to the witness unless and until the Party wishing to
5 show that Protected Material to the witness moves for and obtains appropriate relief from the
6 Court.

7 (vi) Witnesses being shown Protected Material under subsection (v) above must
8 sign Exhibit A before being shown the Protected Material. Counsel defending the deponent to
9 whom Protected Material is disclosed during deposition shall provide to Counsel for the
10 Designating Party, prior to the start of the deposition, a copy of the executed Exhibit A. Such
11 witnesses may not retain copies of Designated Material unless permitted by other provisions of
12 this Order.

13 7.3 Disclosure of “CONFIDENTIAL” Information or Items. Materials designated as
14 “CONFIDENTIAL” may be disclosed to any of the categories of persons designated in section
15 7.2 above as well as to two (2) House Counsel for each Party (“Designated House Counsel”) who
16 are members of a United States state bar or of the Bar of the District of Columbia and any
17 administrative staff or paralegals who report to the Designated House Counsel, provided that each
18 Designated House Counsel, before receiving the materials, signs a copy of Exhibit A attached to
19 this Order and be identified by name and title to the Designating Party.

20 7.4 Disclosure of “HIGHLY CONFIDENTIAL - ATTORNEYS’ EYES ONLY”
21 Information or Items to Designated House Counsel and Corporate Designees. Unless otherwise
22 ordered by the court or permitted in writing by the Designating Party, a Receiving Party may
23 disclose any information or items designated as “HIGHLY CONFIDENTIAL - ATTORNEYS’
24 EYES ONLY” only to:

25 (a) up to two (2) Designated House Counsel (i) who are members of a United States
26 state Bar or of the Bar of the District of Columbia, (ii) who have no involvement in competitive
27 decision-making activities such as pricing and product design, (iii) who have no involvement in
28 patent prosecution related to electronic design automation, (iv) who have signed the

1 “Acknowledgment and Agreement to be Bound” (Exhibit A) and (v) as to whom the procedures
2 set forth in paragraph 7.4(c) below have been followed. In addition, any Designated House
3 Counsel shall not engage in any competitive decision-making or restricted patent prosecution for
4 two (2) years after the individual’s last access of “HIGHLY CONFIDENTIAL - ATTORNEYS’
5 EYES ONLY” information.

6 (b) up to two (2) Corporate Designees (i) who have no involvement in competitive
7 decision-making activities such as pricing and product design, (ii) who have no involvement in
8 patent prosecution related to electronic design automation, (iii) who have read, understood, and
9 executed the “Corporate Designee’s Acknowledgment and Agreement to be Bound” (Exhibit B),
10 and (iv) as to whom the procedures set forth in paragraph 7.4(c) below have been followed. In
11 addition, any Corporate Designee shall not engage in any competitive decision-making or
12 restricted patent prosecution for two (2) years after the individual’s last access of “HIGHLY
13 CONFIDENTIAL - ATTORNEYS’ EYES ONLY” information.

14 (c) Unless otherwise ordered by the court or agreed to in writing by the Designating
15 Party, a Party that seeks to disclose to Designated House Counsel or Corporate Designees any
16 information or item that has been designated “HIGHLY CONFIDENTIAL - ATTORNEYS’
17 EYES ONLY” material pursuant to paragraphs 7.4 (a) and (b) first must make a written request to
18 the Designating Party that (1) sets forth the full name of the Designated House Counsel or
19 Corporate Designee and the city and state of his or her residence, and (2) describes the
20 Designated House Counsel’s or Corporate Designee’s current and reasonably foreseeable future
21 primary job duties and responsibilities in sufficient detail to determine if the House Counsel or
22 Corporate Designee is involved, or may become involved, in any competitive decision making.

23 (d) A Party that makes a request and provides the information specified in the
24 preceding respective paragraphs may disclose the subject Protected Material to the identified
25 Designated House Counsel or Corporate Designees unless, within 14 days of delivering the
26 request, the Party receives a written objection from the Designating Party. Any such objection
27 must set forth in detail the grounds on which it is based.
28

1 (e) A Party that receives a timely written objection must meet and confer with the
2 Designating Party (through direct voice to voice dialogue) to try to resolve the matter by
3 agreement within seven days of the written objection. If no agreement is reached, the Party
4 seeking to make the disclosure to Designated House Counsel or Corporate Designees may file a
5 motion as provided in Civil Local Rule 7 (and in compliance with Civil Local Rule 79-5, if
6 applicable) seeking permission from the court to do so. Any such motion must describe the
7 circumstances with specificity, set forth in detail the reasons why the disclosure to Designated
8 House Counsel or Corporate Designees is reasonably necessary, assess the risk of harm that the
9 disclosure would entail, and suggest any additional means that could be used to reduce that risk.
10 In addition, any such motion must be accompanied by a competent declaration describing the
11 parties' efforts to resolve the matter by agreement (i.e., the extent and the content of the meet and
12 confer discussions) and setting forth the reasons advanced by the Designating Party for its refusal
13 to approve the disclosure.

14 In any such proceeding, the Party opposing disclosure to Designated House
15 Counsel or Corporate Designees shall bear the burden of proving that the risk of harm that the
16 disclosure would entail (under the safeguards proposed) outweighs the Receiving Party's need to
17 disclose the Protected Material to its Designated House Counsel or Corporate Designees.

18 (f) Designated House Counsel and Corporate Designees may only view material
19 marked "HIGHLY CONFIDENTIAL - ATTORNEYS' EYES ONLY" in the presence of Outside
20 Counsel at the Outside Counsel's Office. Designated House Counsel and Corporate Designees
21 shall not possess any copies of material or excerpts of material marked "HIGHLY
22 CONFIDENTIAL - ATTORNEYS' EYES ONLY."

23 **8. PROSECUTION BAR**

24 (a) Absent written consent from the Producing Party, any individual on behalf of the
25 Receiving Party who receives access to Producing Party's "HIGHLY CONFIDENTIAL -
26 ATTORNEYS' EYES ONLY" or "HIGHLY CONFIDENTIAL - ATTORNEYS' EYES ONLY -
27 SOURCE CODE" information shall not be involved in the following activities relating to
28 electronic design automation:

1 (i) prosecution of patents or patent applications, including without limitation
2 the patents asserted in this action and any patent or application claiming priority to or otherwise
3 related to the patents asserted in this action, before any foreign or domestic agency, including the
4 United States Patent and Trademark Office (“the Patent Office”). For purposes of this paragraph,
5 “prosecution” includes directly or indirectly drafting, amending, advising, or otherwise affecting
6 the scope or maintenance of patent claims. To avoid any doubt, “prosecution” as used in this
7 paragraph does not include representing a Party before a domestic or foreign agency (including,
8 but not limited to, a reissue protest, *ex parte* reexamination, *inter partes* reexamination, or *inter*
9 *partes* review) so long as such activities do not involve directly or indirectly drafting or amending
10 the patent claims. However, any individual who receives one Party’s “HIGHLY
11 CONFIDENTIAL - ATTORNEYS’ EYES ONLY” or “HIGHLY CONFIDENTIAL -
12 ATTORNEYS’ EYES ONLY - SOURCE CODE” and who represents the Party before a
13 domestic or foreign agency (including, but not limited to, a reissue protest, *ex parte*
14 reexamination, *inter partes* reexamination, or *inter partes* review), may not use the other Party’s
15 information in that proceeding.

16 (b) This Prosecution Bar shall begin when access to “HIGHLY CONFIDENTIAL -
17 ATTORNEYS’ EYES ONLY” or “HIGHLY CONFIDENTIAL - ATTORNEYS’ EYES ONLY -
18 SOURCE CODE” information is first received by the affected individual and shall end two (2)
19 years after final termination of this action.

20 **9. REVIEW OF SOURCE CODE**

21 The Producing Party shall make available for inspection a password-protected, text
22 searchable, electronic copy of properly discoverable Source Code in its possession, custody or
23 control (“Designated Code”). All Designated Code shall be subject to the same restrictions as
24 information designated as “HIGHLY CONFIDENTIAL - ATTORNEYS’ EYES ONLY,” as well
25 as the following additional restrictions:

26 (a) Such Designated Code may be provided only to persons falling within the
27 categories specified in Section 7.2 of this Protective Order and only as set forth in this section.
28 Designated Code shall not be provided to Designated House Counsel.

1 (b) Any Source Code produced in discovery shall be made available for inspection, in
2 a format allowing it to be reasonably reviewed and searched, during normal business hours or at
3 other mutually agreeable times, at an office of the Producing Party's Outside Counsel of Record.
4 The Source Code shall be made available for inspection on a secured computer in a secured room
5 without Internet access or network access to other computers, and the Receiving Party shall not
6 copy, remove, or otherwise transfer any portion of the Source Code onto any recordable media or
7 recordable device. The Producing Party may visually monitor the activities of the Receiving
8 Party's representatives during any Source Code review, but only to ensure that there is no
9 unauthorized recording, copying, or transmission of the Source Code. Use or possession of any
10 input/output device (e.g., USB memory stick, cameras or any camera-enabled device, CDs,
11 floppy disk, portable hard drive, laptop, etc.) is prohibited. All persons inspecting the Source
12 Code must agree to submit to reasonable security measures to ensure they are not carrying any
13 prohibited items before they will be given access to the secured computer.

14 (c) The Receiving Party shall be permitted to take notes relating to the Source Code,
15 but shall not copy any portion of the Source Code into those notes. No copies of all or any
16 portion of the Source Code is permitted to leave the room in which the Source Code is inspected,
17 except as otherwise provided herein.

18 (d) The Receiving Party is permitted to request paper copies of limited portions of
19 Source Code that are reasonably necessary for the preparation of court filings, pleadings, expert
20 reports, or other papers, or for deposition or trial, but shall not request paper copies for the
21 purposes of reviewing the Source Code other than electronically as set forth in paragraph (c) in
22 the first instance. The Producing Party shall provide all such Source Code in paper form
23 including Bates numbers and the label "HIGHLY CONFIDENTIAL - ATTORNEYS' EYES
24 ONLY - SOURCE CODE." The Producing Party is permitted to challenge the amount of Source
25 Code requested in hard copy form pursuant to the dispute resolution procedure and timeframes set
26 forth in Paragraph 6 whereby the Producing Party is the "Challenging Party" and the Receiving
27 Party is the "Designating Party" for purposes of dispute resolution.
28

1 (e) The Receiving Party shall maintain a record of any individual who has inspected
2 any portion of the source code in electronic or paper form. The Receiving Party shall maintain all
3 paper copies of any printed portions of the source code in a secured, locked area. The Receiving
4 Party shall not create any electronic or other images of the paper copies and shall not convert any
5 of the information contained in the paper copies into any electronic format. The Receiving Party
6 shall only make additional paper copies if such additional copies are (1) necessary to prepare
7 court filings, pleadings, or other papers (including a testifying expert's expert report),
8 (2) necessary for deposition, or (3) otherwise necessary for the preparation of its case. Any paper
9 copies used during a deposition shall be retrieved by the Producing Party at the end of each day
10 and shall not be given to or left with a court reporter or any other unauthorized individual.

11 (f) At the conclusion of the litigation any entity receiving Designated Code will
12 certify that: (a) all external media, print-outs, and copies containing Designated Code have been
13 destroyed or erased in a manner that prevents any forensic recovery of the Designated Code, with
14 the exception of portions of code that were included in filed or served pleadings or their exhibits,
15 or as exhibits to depositions, or admitted into evidence; and (b) the print logs have been archived
16 along with Counsel's other records from this litigation. Other than as set forth in this
17 subparagraph, Counsel may not maintain or retain a file copy of the Designated Code.

18 **10. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN OTHER**
19 **LITIGATION**

20 If a Party is served with a subpoena or a court order issued in other litigation that compels
21 disclosure of any information or items designated in this action as "CONFIDENTIAL,"
22 "HIGHLY CONFIDENTIAL - ATTORNEYS' EYES ONLY," or "HIGHLY CONFIDENTIAL -
23 ATTORNEYS' EYES ONLY - SOURCE CODE," that Party must:

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

26 (b) promptly notify in writing the party who caused the subpoena or order to issue in
27 the other litigation that some or all of the material covered by the subpoena or order is subject to
28

1 this Protective Order. Such notification shall include a copy of this Stipulated Protective Order;
2 and

3 (c) cooperate with respect to all reasonable procedures sought to be pursued by the
4 Designating Party whose Protected Material may be affected.

5 If the Designating Party timely seeks a protective order, the Party served with the
6 subpoena or court order shall not produce any information designated in this action as
7 “CONFIDENTIAL,” “HIGHLY CONFIDENTIAL - ATTORNEYS’ EYES ONLY,” or
8 “HIGHLY CONFIDENTIAL - ATTORNEYS’ EYES ONLY - SOURCE CODE ” before a
9 determination by the court from which the subpoena or order issued, unless the Party has obtained
10 the Designating Party’s permission. The Designating Party shall bear the burden and expense of
11 seeking protection in that court of its confidential material - and nothing in these provisions
12 should be construed as authorizing or encouraging a Receiving Party in this action to disobey a
13 lawful directive from another court.

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

16 (a) The terms of this Order are applicable to information produced by a Non-Party in
17 this action and designated as “CONFIDENTIAL,” “HIGHLY CONFIDENTIAL –
18 ATTORNEYS’ EYES ONLY,” or “HIGHLY CONFIDENTIAL - ATTORNEYS’ EYES ONLY
19 – SOURCE CODE.” Such information produced by Non-Parties in connection with this
20 litigation is protected by the remedies and relief provided by this Order. Nothing in these
21 provisions should be construed as prohibiting a Non-Party from seeking additional protections.

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

25 (i) promptly notify in writing the Requesting Party and the Non-Party that
26 some or all of the information requested is subject to a confidentiality agreement with a Non-
27 Party;

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

4 (iii) make the information requested available for inspection by the Non-Party.

5 (c) If the Non-Party fails to object or seek a protective order from this court within 14
6 days of receiving the notice and accompanying information, the Receiving Party may produce the
7 Non-Party's confidential information responsive to the discovery request. If the Non-Party timely
8 seeks a protective order, the Receiving Party shall not produce any information in its possession
9 or control that is subject to the confidentiality agreement with the Non-Party before a
10 determination by the court. Absent a court order to the contrary, the Non-Party shall bear the
11 burden and expense of seeking protection in this court of its Protected Material.

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

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

20 **13. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE PROTECTED** 21 **MATERIAL**

22 The disclosure of any testimony, information, thing or document governed by this
23 Stipulation and Order shall be without prejudice to any claim by the Producing Party or Non-
24 Party that the disclosed material is privileged or work product within the meaning of Fed. R. Civ.
25 P. 26, and no Party or Non-Party shall be held to have waived any of its privilege or work product
26 rights under Fed. R. Civ. P. 26 by such disclosure. In addition to the provisions within this Order,
27 Federal Rule of Evidence 502 shall also apply to inadvertent disclosures in this case.

28 If a Producing Party discovers that privileged or work product protected materials were

1 inadvertently disclosed, that Party must, within a reasonable time after the discovery of the
2 inadvertent disclosure, inform each Party to which the documents were disclosed in writing that
3 such documents were inadvertently disclosed and that the Producing Party is not waiving the
4 privilege or work product protection on those materials. Each such Receiving Party shall then
5 take reasonable steps to ensure that all copies of those documents are either (a) returned to
6 Counsel for the Designating Party or, upon consent of the Designating Party, (b) destroyed, with a
7 certification in writing that the documents have been destroyed. If data or information has been
8 extracted or copied from a document that is thus subsequently returned, that information and/or
9 data shall be expunged and not used. To the extent, however, that, before being notified of the
10 inadvertent disclosure, the Receiving Party has in good faith used such information and/or data in
11 documents filed with the Court or at depositions, the Receiving Party shall have no obligation to
12 expunge such information and/or data from, or otherwise to alter, any such document filed with
13 the Court or the transcript of any such deposition. Pursuant to Federal Rule of Evidence 502(d),
14 any disclosure under this Protective Order that does not result in a waiver of the attorney-client
15 privilege or work product protection in connection with this case shall not constitute a waiver in
16 any other Federal or State proceeding. Nothing herein shall prevent the Receiving Party from
17 challenging the propriety of the attorney-client privilege or work product immunity or other
18 applicable privilege or immunity designation by submitting a written challenge to the Court.

19 **14. PROCEDURE FOR QUALIFYING INDEPENDENT EXPERTS AND**
20 **CONSULTANTS**

21 In order for an independent expert or consultant to be permitted access to Protected
22 Material, the Counsel wishing to provide such access must notify in writing the Designating
23 Party, with a copy to all other Parties, at least six (6) business days before allowing such access
24 (or such shorter period to which the Designating Party agrees in writing). The identification of an
25 Expert or consultant pursuant to this Order shall not be construed as the identification of an
26 Expert trial witness under Federal Rule of Civil Procedure 26(a)(2), and shall not constitute a
27 waiver of attorney work product protection or the attorney-client privilege.
28

1 (a) *Contents of the Written Notification:* Such written notice shall include the
2 following: (1) the name of the Expert or consultant; (2) the present and past employers and titles
3 of the Expert or consultant; (3) a copy of the executed Exhibit A; and (4) a current curriculum
4 vitae that lists all employers and clients to whom the Expert or consultant has provided services in
5 the past five (5) years and cases in which the Expert or consultant has testified as an expert at trial
6 or by deposition at any time.

7 (b) *Objections by Designating Parties:* Before the six (6) business day period from
8 the receipt of the written notification has expired, a Designating Party may object in writing to the
9 disclosure of Protected Materials to the Expert or consultant in question. If no such written
10 objection is made within the six (6) business day period, then Protected Materials may be
11 disclosed to the Expert or consultant in question. If an objection is made, the Parties must first
12 meet and confer in an attempt to resolve the objection. If the objection is not resolved within ten
13 (10) business days of service of the notice of written objection to disclosure, the objecting Party
14 shall file and serve a motion with respect to its objection within seventeen (17) business days
15 after service of the notice of written objection to disclosure. If the objecting Party does not file
16 the appropriate motion with the Court within that time, or within any additional time within
17 which to move as may be granted by the Court or agreed to by stipulation of the Parties, the
18 objecting Party waives its right to challenge the disclosure of Protected Material to the identified
19 Expert or consultant, and the Protected Material may then be disclosed to the identified Expert or
20 consultant. An identified Expert or consultant shall not be provided access to any Protected
21 Material until a timely filed objection or motion challenging disclosure to that Expert or
22 consultant is resolved.

23 (c) *Draft Expert Reports:* The Parties agree that draft Expert reports and attorney
24 communications with Experts will not be subject to discovery and shall not be admissible. But all
25 materials that an Expert relied upon in connection with a submitted declaration, final expert
26 report, tutorial or testimony shall be discoverable.

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1 **15. MISCELLANEOUS**

2 15.1 Right to Further Relief. Nothing in this Order abridges the right of any person to
3 seek its modification by the court in the future.

4 15.2 Right to Assert Other Objections. By stipulating to the entry of this Protective
5 Order, no Party waives any right it otherwise would have to object to disclosing or producing any
6 information or item on any ground not addressed in this Stipulated Protective Order. Similarly,
7 no Party waives any right to object on any ground to use in evidence of any of the material
8 covered by this Protective Order.

9 15.3 Export Control. Disclosure of Protected Material shall be subject to all applicable
10 laws and regulations relating to the export of technical data contained in such Protected Material,
11 including the release of such technical data to foreign persons or nationals in the United States or
12 elsewhere. The Producing Party shall be responsible for identifying any such controlled technical
13 data, and the Receiving Party shall take measures necessary to ensure compliance.

14 15.4 Filing Protected Material. Without written permission from the Designating Party
15 or a court order secured after appropriate notice to all interested persons, a Party may not file in
16 the public record in this action any Protected Material. A Party that seeks to file under seal any
17 Protected Material must comply with Civil Local Rule 79-5. Protected Material may only be
18 filed under seal pursuant to a court order authorizing the sealing of the specific Protected Material
19 at issue. Pursuant to Civil Local Rule 79-5, a sealing order will issue only upon a request
20 establishing that the Protected Material at issue is privileged, protectable as a trade secret, or
21 otherwise entitled to protection under the law. If a Receiving Party's request to file Protected
22 Material under seal pursuant to Civil Local Rule 79-5(e) is denied by the Court, then the
23 Receiving Party may file the Protected Material in the public record pursuant to Civil Local Rule
24 79-5(e)(2) unless otherwise instructed by the Court.

25 15.5 Use of Protected Material by Designating Party. Nothing in this Protective Order
26 limits a Party's ability to show materials which that Party has designated as "HIGHLY
27 CONFIDENTIAL - ATTORNEYS' EYES ONLY," "HIGHLY CONFIDENTIAL -
28 ATTORNEYS' EYES ONLY - SOURCE CODE," or "CONFIDENTIAL" to whomever the

1 Designating Party may deem appropriate. Further, nothing in this Protective Order limits a
2 Party's ability to show materials designated by another Party as "HIGHLY CONFIDENTIAL -
3 ATTORNEYS' EYES ONLY," "HIGHLY CONFIDENTIAL - ATTORNEYS' EYES ONLY -
4 SOURCE CODE," or "CONFIDENTIAL" to the Party that designated the materials, including
5 any present officer, director, employee or representative thereof.

6 15.6 Use of Protected Material During Court Proceedings. If any Protected Material is
7 used in any Court pretrial proceeding in this litigation (including, but not limited to, conferences,
8 oral arguments, and hearings), the Protected Material shall not lose its status as Protected Material
9 through such use so long as the Court agrees. The Parties shall take all steps reasonably
10 necessary to protect the confidentiality of the Protected Material during any such use, including,
11 but not limited to, requesting *in camera* proceedings. The terms of this Protective Order do not
12 preclude, limit, restrict or otherwise apply to the use of documents at trial. The Parties agree to
13 meet and confer in good faith prior to trial to establish procedures for the use of Protected
14 Material at trial.

15 15.7 No Waiver of Other Objections. This Protective Order is entered into without
16 prejudice to (1) any Party's claim as to the propriety or impropriety of this action or any of the
17 claims asserted therein; (2) any Party's right to assert objections to any discovery request
18 propounded in this action; (3) any Party's right to assert objections to the admissibility of any
19 Protected Material in this action; and/or (4) any Party's right to assert that certain material may
20 require additional or different confidentiality protections than those set forth herein.

21 15.8 No Admissions. Compliance with this Protective Order in no way constitutes an
22 admission by any Party that any information designated pursuant to this Protective Order is or is
23 not proprietary, confidential or a trade secret.

24 15.9 Modification of Protective Order. Each Party reserves the right to request that the
25 Court modify the terms of this Protective Order in the event that the Party believes that a
26 modification is necessary. If such an application is made, all signatories of copies of the
27 Certification, as well as persons described herein, shall remain bound by this Protective Order
28 unless and until it is modified by the Court.

1 **16. FINAL DISPOSITION**

2 Unless otherwise ordered or agreed in writing by the Producing Party, within 60 calendar
3 days after the final disposition of this action, as defined in section 4, each Receiving Party must
4 return all Protected Material to the Producing Party or destroy such material. As used in this
5 subdivision, "all Protected Material" includes all copies, abstracts, compilations, summaries, and
6 any other format reproducing or capturing any of the Protected Material. Whether the Protected
7 Material is returned or destroyed, the Receiving Party must submit a written certification to the
8 Producing Party (and, if not the same person or entity, to the Designating Party) by the 60 day
9 deadline that (1) identifies (by category, where appropriate) all the Protected Material that was
10 returned or destroyed and (2) affirms that the Receiving Party has not retained any copies,
11 abstracts, compilations, summaries or any other format reproducing or capturing any of the
12 Protected Material. Notwithstanding this provision, Counsel are entitled to retain an archival
13 copy of all pleadings, motion papers, trial, deposition, and hearing transcripts, legal memoranda,
14 correspondence, deposition and trial exhibits, expert reports, attorney work product, and
15 consultant and expert work product, even if such materials contain Protected Material. Any such
16 archival copies that contain or constitute Protected Material remain subject to this Protective
17 Order as set forth in Section 4 (DURATION).

18 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

19 Dated: January 23, 2015

By: /s/ Patrick Michael
Patrick T. Michael
Attorney for Plaintiff SYNOPSIS, INC.

21 Dated: January 23, 2015

By: /s/ Paul Alexander
Paul Alexander
Attorney for Defendant ATOPTECH, INC.

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

DATED: January 24, 2015



Hon. Donna M. Ryu
United States Magistrate Judge

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EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name], of
_____ [print or type full address], declare under penalty
of perjury that I have read in its entirety and understand the Stipulated Protective Order that was
issued by the United States District Court for the Northern District of California on _____
[date] in the case of *Synopsys, Inc. v. ATopTech, Inc.*, Case No. 3:13-cv-02965-MMC (DMR). I
agree to comply with and to be bound by all the terms of this Stipulated Protective Order, and I
understand and acknowledge that failure to so comply could expose me to sanctions and
punishment in the nature of contempt. I solemnly promise that I will not disclose in any manner
any information or item that is subject to this Stipulated Protective Order to any person or entity
except in strict compliance with the provisions of this Order.

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

I hereby appoint _____ [print or type full name] of
[print or type full address and telephone number] as my California agent for service of process in
connection with this action or any proceedings related to enforcement of this Stipulated Protective
Order.

Date: _____

City and State where sworn and signed: _____

Printed name: _____

Signature: _____

EXHIBIT B

CORPORATE DESIGNEE’S ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name], of
 _____ [print or type full address], declare under penalty
 of perjury that I have read in its entirety and understand the Stipulated Protective Order that was
 issued by the United States District Court for the Northern District of California on _____
 [date] in the case of Synopsys, Inc. v. ATopTech, Inc., Case No. 3:13-cv-02965-MMC (DMR). I
 agree to comply with and to be bound by all the terms of this Stipulated Protective Order, and I
 understand and acknowledge that failure to so comply could expose me personally to sanctions
 and punishment in the nature of contempt of court, and that I have the same obligations to
 observe the protective order as an attorney before this Court. I further understand that I may be
 responsible personally for any monetary or other sanctions the Court may award arising from a
 violation by me of this order, and that such monetary or other sanctions may include any and all
 sanctions that the Court could lawfully impose on an attorney before the Court. I have reviewed
 these obligations personally with ATopTech’s counsel of record in this case and represent to the
 Court that I understand my obligations under the Protective Order and will be responsible to the
 Court in the same manner as a Designated House Counsel. I solemnly promise that I will not
 disclose in any manner any information or item that is subject to this Stipulated Protective Order
 to any person or entity except in strict compliance with the provisions of this Order

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

I hereby appoint _____ [print or type full name] of
 [print or type full address and telephone number] as my California agent for service of process in
 connection with this action or any proceedings related to enforcement of this Stipulated Protective
 Order.

Date: _____

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City and State where sworn and signed: _____

Printed name: _____

Signature: _____