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 10 **UNITED STATES DISTRICT COURT**
 11 **FOR THE NORTHERN DISTRICT OF CALIFORNIA**
 12 **SAN FRANCISCO DIVISION**

13 SHENZHENSHI HAITIECHENG SCIENCE
 14 AND TECHNOLOGY CO., LTD., a People's
 Republic of China corporation,

15 Plaintiff,

16 v.

17 REARDEN, LLC, a California Limited
 18 Liability Company; REARDEN MOVA,
 LLC, a California Limited Liability
 19 Company; MO2, LLC, a California Limited
 Liability Company; and MOVA, LLC, a
 20 California Limited Liability Company,

21 Defendants.

22 **AND RELATED COUNTERCLAIMS.**

Case No. 15-cv-00797 SC

**STIPULATED PROTECTIVE ORDER
 AND [~~PROPOSED~~] ORDER**

23
 24 1. PURPOSES AND LIMITATIONS

25 Disclosure and discovery activity in this action are likely to involve production of
 26 confidential, proprietary, or private information for which special protection from public
 27 disclosure and from use for any purpose other than prosecuting this litigation may be warranted.

1 Accordingly, the parties hereby stipulate to and petition the Court to enter the following Stipulated
2 Protective Order. The parties acknowledge that this Order does not confer blanket protections on
3 all disclosures or responses to discovery and that the protection it affords from public disclosure
4 and use extends only to the limited information or items that are entitled to confidential treatment
5 under the applicable legal principles. The parties further acknowledge, as set forth in Section 12.3,
6 below, that this Stipulated Protective Order does not entitle them to file confidential information
7 under seal; Civil Local Rule 79-5 sets forth the procedures that must be followed and the standards
8 that will be applied when a Party seeks permission from the Court to file material under seal.

9 2. DEFINITIONS

10 2.1 Challenging Party: a Party or Non-Party that challenges the designation of
11 information or items under this Order.

12 2.2 “CONFIDENTIAL” Information or Items: information (regardless of how it is
13 generated, stored, or maintained) or tangible things that qualify for protection under Federal Rule
14 of Civil Procedure 26(c).

15 2.3 Counsel (without qualifier): Outside Counsel of Record and House Counsel (as
16 well as their support staff).

17 2.4 Designating Party: a Party or Non-Party that designates information or items that it
18 produces in disclosures or in responses to discovery as “CONFIDENTIAL” or “HIGHLY
19 CONFIDENTIAL – ATTORNEYS’ EYES ONLY.”

20 2.5 Disclosure or Discovery Material: all items or information, regardless of the
21 medium or manner in which it is generated, stored, or maintained (including, among other things,
22 testimony, transcripts, and tangible things), that are produced or generated in disclosures or
23 responses to discovery in this matter.

24 2.6 Expert: a person with specialized knowledge or experience in a matter pertinent to
25 the litigation who has been retained by a Party or its counsel to serve as an expert witness or as a
26 consultant in this action.

1 2.7 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” Information or
2 Items: extremely sensitive “Confidential Information or Items,” disclosure of which to another
3 Party or Non-Party would create a substantial risk of serious harm that could not be avoided by
4 less restrictive means, specifically: (1) confidential information relating to highly sensitive
5 technology and trade secrets not already in the possession of the other party; and (2) confidential
6 information relating to unpublished patent filings not already in the possession of the other party.

7 2.8 House Counsel: attorneys who are employees of a Party to this action. House
8 Counsel does not include Outside Counsel of Record or any other outside counsel.

9 2.9 Non-Party: any natural person, partnership, corporation, association, or other legal
10 entity not named as a Party to this action.

11 2.10 Outside Counsel of Record: attorneys who are not employees of a Party to this
12 action but are retained to represent or advise a Party to this action and have appeared in this action
13 on behalf of that Party or are affiliated with a law firm which has appeared on behalf of that Party.

14 2.11 Party: any party to this action, including all of its officers, directors, employees,
15 consultants, retained experts, and Outside Counsel of Record (and their support staffs).

16 2.12 Producing Party: a Party or Non-Party that produces Disclosure or Discovery
17 Material in this action.

18 2.14 Professional Vendors: persons or entities that provide litigation support services
19 (e.g., photocopying; videotaping; translating; preparing exhibits or demonstrations; and
20 organizing, storing, or retrieving data in any form or medium) and their employees and
21 subcontractors.

22 2.15 Protected Material: any Disclosure or Discovery Material that is designated as
23 “CONFIDENTIAL” or as “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY.”

24 2.16 Receiving Party: a Party that receives Disclosure or Discovery Material from a
25 Producing Party.

1 3. SCOPE

2 The protections conferred by this Stipulation and Order cover not only Protected Material
3 (as defined above), but also (1) any information copied or extracted from Protected Material; (2)
4 all copies, excerpts, summaries, or compilations of Protected Material; and (3) any testimony,
5 conversations, or presentations by Parties or their Counsel that might reveal Protected Material.
6 However, the protections conferred by this Stipulation and Order do not cover the following
7 information: (a) any information that is in the public domain at the time of disclosure to a
8 Receiving Party or becomes part of the public domain after its disclosure to a Receiving Party as a
9 result of publication not involving a violation of this Order, including becoming part of the public
10 record through trial or otherwise; and (b) any information known to the Receiving Party prior to
11 the disclosure or obtained by the Receiving Party after the disclosure from a source who obtained
12 the information lawfully and under no obligation of confidentiality to the Producing Party. Any
13 use of Protected Material at trial shall be governed by a separate agreement or order.

14 All Protected Material shall be held in confidence by each person to whom it is disclosed,
15 shall be used only for purposes of this litigation, shall not be used for any business purpose or in
16 connection with any other legal proceeding, and shall not be disclosed to any person who is not
17 entitled to receive such information as herein provided. All produced Protected Material shall be
18 carefully maintained so as to preclude access by persons who are not entitled to receive such
19 information.

20 4. DURATION

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

1 5. DESIGNATING PROTECTED MATERIAL

2 5.1 Exercise of Restraint and Care in Designating Material for Protection. Each Party
3 or Non-Party that designates information or items for protection under this Order must take care to
4 limit any such designation to specific material that qualifies under the appropriate standards. The
5 Designating Party must designate for protection only those parts of material, documents, items, or
6 oral or written communications that qualify – so that other portions of the material, documents,
7 items, or communications for which protection is not warranted are not swept unjustifiably within
8 the ambit of this Order.

9 Mass, indiscriminate, or routinized designations are prohibited. Attorneys' Eyes Only
10 designations that are shown to be clearly unjustified or that have been made for an improper
11 purpose expose the Designating Party to sanctions. If it comes to a Designating Party's attention
12 that information or items that it designated for protection do not qualify for protection, that
13 Designating Party must promptly notify all other Parties that it is withdrawing the mistaken
14 designation.

15 5.2 Manner and Timing of Designations. Except as otherwise provided in this Order
16 (see, e.g., second paragraph of section 5.2(a) below), or as otherwise stipulated or ordered,
17 Disclosure or Discovery Material that qualifies for protection under this Order must be clearly so
18 designated before the material is disclosed or produced.

19 Designation in conformity with this Order requires:

20 (a) for information in documentary form (e.g., paper or electronic documents,
21 but excluding transcripts of depositions or other pretrial or trial proceedings), that the Producing
22 Party affix the legend "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – ATTORNEYS'
23 EYES ONLY" to each page that contains protected material. If only a portion or portions of the
24 material on a page qualifies for protection, the Producing Party also must clearly identify the
25 protected portion(s) (e.g., by making appropriate markings in the margins).

26 A Party or Non-Party that makes original documents or materials available for inspection
27 need not designate them for protection until after the inspecting Party has indicated which material

1 it would like copied and produced. During the inspection and before the designation, all of the
2 material made available for inspection shall be deemed “CONFIDENTIAL” or “HIGHLY
3 CONFIDENTIAL – ATTORNEYS’ EYES ONLY.” After the inspecting Party has identified the
4 documents it wants copied and produced, the Producing Party must determine which documents,
5 or portions thereof, qualify for protection under this Order. Then, before producing the specified
6 documents, the Producing Party must affix the “CONFIDENTIAL” legend to each page that
7 contains Protected Material. If only a portion or portions of the material on a page qualifies for
8 protection, the Producing Party also must clearly identify the protected portion(s) (e.g., by making
9 appropriate markings in the margins).

10 (b) for testimony given in deposition or in other pretrial or trial proceedings,
11 that the Designating Party identify on the record, before the close of the deposition, hearing, or
12 other proceeding, all protected testimony, or that the Designating Party advise the court reporter in
13 writing, with copies to Outside Counsel of Records, within fourteen (14) business days after actual
14 receipt of the transcript, of all protected testimony and the level of designation.

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

21 Transcripts containing Protected Material shall have an obvious legend on the title page
22 that the transcript contains Protected Material, and the title page shall be followed by a list of all
23 pages (including line numbers as appropriate) that have been designated as Protected Material and
24 the level of protection being asserted by the Designating Party. The Designating Party shall inform
25 the court reporter of these requirements. Any transcript that is prepared before the expiration of a
26 21-day period for designation shall be treated during that period as if it had been designated
27 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” in its entirety unless otherwise

1 agreed. After the expiration of that period, the transcript shall be treated only as actually
2 designated.

3 (c) for information produced in some form other than documentary and for any
4 other tangible items, that the Producing Party affix in a prominent place on the exterior of the
5 container or containers in which the information or item is stored the legend “CONFIDENTIAL”
6 or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY.” If only a portion or portions of
7 the information or item warrant protection, the Producing Party, to the extent practicable, shall
8 identify the protected portion(s).

9 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent failure to
10 designate qualified information or items does not, standing alone, waive the Producing Party’s
11 right to secure protection under this Order for such material. Upon timely correction of a
12 designation, the Receiving Party must make reasonable efforts to assure that the material is treated
13 in accordance with the provisions of this Order. In the event of any disclosure of Protected
14 Material other than in a manner authorized by this Protective Order, including any unintentional or
15 inadvertent disclosure, counsel for the Party responsible for the disclosure shall immediately
16 notify all Parties of the pertinent facts upon discovery, and make every effort to further prevent
17 unauthorized disclosure, including retrieving all copies of the Protected Material from the
18 recipient(s) thereof and securing the agreement of the recipients not to further disseminate the
19 Protected Material in any form. Compliance with the foregoing shall not prevent the Producing
20 Party from seeking further relief from the Court.

21 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

22 6.1 Timing of Challenges. Any Party or Non-Party may challenge a designation of
23 confidentiality at any time. Unless a prompt challenge to a Designating Party’s confidentiality
24 designation is necessary to avoid foreseeable, substantial unfairness, unnecessary economic
25 burdens, or a significant disruption or delay of the litigation, a Party does not waive its right to
26 challenge a confidentiality designation by electing not to mount a challenge promptly after the
27 original designation is disclosed.

1 6.2 Meet and Confer. The Challenging Party shall initiate the dispute resolution
2 process by providing written notice of each designation it is challenging and describing the basis
3 for each challenge. To avoid ambiguity as to whether a challenge has been made, the written
4 notice must recite that the challenge to confidentiality is being made in accordance with this
5 specific paragraph of the Protective Order. The parties shall attempt to resolve each challenge in
6 good faith and must begin the process by conferring directly (in voice to voice dialogue; other
7 forms of communication are not sufficient) within 14 days of the date of service of notice. In
8 conferring, the Challenging Party must explain the basis for its belief that the confidentiality
9 designation was not proper and must give the Designating Party an opportunity to review the
10 designated material, to reconsider the circumstances, and, if no change in designation is offered, to
11 explain the basis for the chosen designation. A Challenging Party may proceed to the next stage of
12 the challenge process only if it has engaged in this meet and confer process first or establishes that
13 the Designating Party is unwilling to participate in the meet and confer process in a timely
14 manner.

15 6.3 Judicial Intervention. If the Parties cannot resolve a challenge without court
16 intervention, the Designating Party shall file and serve a motion to retain confidentiality under
17 Civil Local Rule 7 (and in compliance with Civil Local Rule 79-5, if applicable) within 28 days of
18 the initial notice of challenge. Each such motion must be accompanied by a competent declaration
19 affirming that the movant has complied with the meet and confer requirements imposed in the
20 preceding paragraph. Failure by the Designating Party to make such a motion including the
21 required declaration within 28 days of the initial notice of challenge shall automatically waive the
22 confidentiality designation for each challenged designation. In addition, the Challenging Party
23 may file a motion challenging a confidentiality designation at any time if there is good cause for
24 doing so, including a challenge to the designation of a deposition transcript or any portions
25 thereof. Any motion brought pursuant to this provision must be accompanied by a competent
26 declaration affirming that the movant has complied with the meet and confer requirements
27 imposed by the preceding paragraph.

1 The burden of persuasion in any such challenge proceeding shall be on the Challenging
2 Party. Unless the Designating Party has waived the confidentiality designation by failing to file a
3 motion to retain confidentiality as described above, all parties shall continue to afford the material
4 in question the level of protection to which it is entitled under the Producing Party's designation
5 until the Court rules on the challenge.

6 7. ACCESS TO AND USE OF PROTECTED MATERIAL

7 7.1 Basic Principles. A Receiving Party may use Protected Material that is disclosed or
8 produced by another Party or by a Non-Party in connection with this case only for prosecuting,
9 defending, or attempting to settle this litigation. Such Protected Material may be disclosed only to
10 the categories of persons and under the conditions described in this Order. When the litigation has
11 been terminated, a Receiving Party must comply with the provisions of section 13 below (FINAL
12 DISPOSITION).

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

15 7.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless otherwise ordered
16 by the Court or permitted in writing by the Designating Party, a Receiving Party may disclose any
17 information or item designated "CONFIDENTIAL" only to:

18 (a) the Receiving Party's Outside Counsel of Record in this action, as well as
19 employees of said Outside Counsel of Record to whom it is reasonably necessary to disclose the
20 information for this litigation and who have signed the "Acknowledgment and Agreement to Be
21 Bound" that is attached hereto as Exhibit A;

22 (b) the officers, directors, and employees (including House Counsel) of the
23 Receiving Party to whom disclosure is reasonably necessary for this litigation and who have
24 signed the "Acknowledgment and Agreement to Be Bound" (Exhibit A);

25 (c) Experts (as defined in this Order) of the Receiving Party (and their
26 necessary support personnel) (1) to whom disclosure is reasonably necessary for this litigation,
27 and (2) who have signed the "Acknowledgment and Agreement to Be Bound" (Exhibit A);

- 1 (d) the Court and its personnel;
- 2 (e) court reporters and their staff, professional jury or trial consultants, mock
- 3 jurors, and Professional Vendors to whom disclosure is reasonably necessary for this litigation and
- 4 who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);
- 5 (f) during their depositions, witnesses in the action to whom disclosure is
- 6 reasonably necessary and who have signed the “Acknowledgment and Agreement to Be Bound”
- 7 (Exhibit A), unless otherwise agreed by the Producing Party or ordered by the Court. Pages of
- 8 transcribed deposition testimony or exhibits to depositions that reveal Protected Material must be
- 9 separately bound by the court reporter and may not be disclosed to anyone except as permitted
- 10 under this Protective Order;
- 11 (g) the author or recipient of a document containing the information or a
- 12 custodian or other person who otherwise possessed or knew the information;
- 13 (h) any mediator who is assigned to hear this matter, and the mediator’s staff;
- 14 and
- 15 (j) any other person with the prior written consent of the Producing Party.

16 7.3 Disclosure of “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”

17 Information or Items. Unless otherwise ordered by the court or permitted in writing by the

18 Designating Party, a Receiving Party may disclose any information or item designated “HIGHLY

19 CONFIDENTIAL – ATTORNEYS’ EYES ONLY” only to:

20 (a) the Receiving Party’s Outside Counsel of Record in this action, as well as

21 employees of said Outside Counsel of Record to whom it is reasonably necessary to disclose the

22 information for this litigation and who have signed the “Acknowledgment and Agreement to Be

23 Bound” that is attached hereto as Exhibit A;

24 (b) Experts of the Receiving Party (1) to whom disclosure is reasonably

25 necessary for this litigation, (2) who have signed the “Acknowledgment and Agreement to Be

26 Bound” (Exhibit A), and (3) as to whom the procedures set forth in paragraph 7.4(a)(2), below,

27 have been followed];

1 (c) the court and its personnel;

2 (d) court reporters and their staff, professional jury or trial consultants,¹ and
3 Professional Vendors to whom disclosure is reasonably necessary for this litigation and who have
4 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A); and
5
6 the author or recipient of a document containing the information or a custodian or other person
7 who otherwise possessed or knew the information.

8 7.4. Procedures for Approving or Objecting to Disclosure of “HIGHLY
9 CONFIDENTIAL – ATTORNEYS’ EYES ONLY” Information or Items to Experts.

10 (a)(2) Unless otherwise ordered by the court or agreed to in writing by the Designating
11 Party, a Party that seeks to disclose to an Expert (as defined in this Order) any information or item
12 that has been designated “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” pursuant
13 to paragraph 7.3(c) first must make a written request to the Designating Party that (1) identifies the
14 general categories of “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” information
15 that the Receiving Party seeks permission to disclose to the Expert, (2) sets forth the full name of
16 the Expert and the city and state of his or her primary residence, (3) attaches a copy of the Expert’s
17 current resume, (4) identifies the Expert’s current employer(s), (5) identifies each person or entity
18 from whom the Expert has received compensation or funding for work in his or her areas of
19 expertise or to whom the expert has provided professional services, including in connection with a
20 litigation, at any time during the preceding five years, and (6) identifies (by name and number of
21 the case, filing date, and location of court) any litigation in connection with which the Expert has
22 offered expert testimony, including through a declaration, report, or testimony at a deposition or
23 trial, during the preceding five years.

24 (b) A Party that makes a request and provides the information specified in the preceding
25 respective paragraphs may disclose the subject Protected Material to the identified Expert unless,

26 _____
27 ¹ *Alternative:* The parties may wish to allow disclosure of information not only to professional jury or trial consultants, but also to
28 mock jurors, to further trial preparation. In that situation, the parties may wish to draft a simplified, precisely tailored Undertaking for
mock jurors to sign.

1 within 14 days of delivering the request, the Party receives a written objection from the
2 Designating Party. Any such objection must set forth in detail the grounds on which it is based.

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

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

18 8. 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" that Party
22 must:

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

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

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

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

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

12 9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE PRODUCED IN THIS
13 LITIGATION

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

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

22 (1) promptly notify in writing the Requesting Party and the Non-Party
23 that some or all of the information requested is subject to a confidentiality agreement with a Non-
24 Party;

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

1 (3) make the information requested available for inspection by the Non-
2 Party.

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

10 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

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

18 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE PROTECTED
19 MATERIAL

20 When a Producing Party gives notice to Receiving Parties that certain inadvertently
21 produced material is subject to a claim of privilege or other protection, the obligations of the
22 Receiving Parties are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B). This
23 provision is not intended to modify whatever procedure may be established in an e-discovery order
24 that provides for production without prior privilege review. Pursuant to Federal Rule of Evidence
25 502(d) and (e), insofar as the parties reach an agreement on the effect of disclosure of a
26 communication or information covered by the attorney-client privilege or work product protection,
27

1 the parties may incorporate their agreement in the stipulated protective order submitted to the
2 court.

3 12. MISCELLANEOUS

4 12.1 Right to Further Relief. Nothing in this Order abridges the right of any person to
5 seek its modification by the Court in the future.

6 12.2 Right to Assert Other Objections. By stipulating to the entry of this Protective
7 Order no Party waives any right it otherwise would have to object to disclosing or producing any
8 information or item on any ground not addressed in this Stipulated Protective Order. Similarly, no
9 Party waives any right to object on any ground to use in evidence of any of the material covered
10 by this Protective Order.

11 12.3 Filing Protected Material. Without written permission from the Designating Party
12 or a court order secured after appropriate notice to all interested persons, a Party may not file in
13 the public record in this action any Protected Material. A Party that seeks to file under seal any
14 Protected Material must comply with Civil Local Rule 79-5. Protected Material may only be filed
15 under seal pursuant to a court order authorizing the sealing of the specific Protected Material at
16 issue. Pursuant to Civil Local Rule 79-5, a sealing order will issue only upon a request
17 establishing that the Protected Material at issue is privileged, protectable as a trade secret, or
18 otherwise entitled to protection under the law. If a Receiving Party's request to file Protected
19 Material under seal pursuant to Civil Local Rule 79-5(d) is denied by the Court, then the
20 Receiving Party may file the Protected Material in the public record pursuant to Civil Local Rule
21 79-5(e) unless otherwise instructed by the Court.

22 12.4 Non-Party Use of this Protective Order. A Non-Party producing information or
23 material voluntarily or pursuant to a subpoena or a court order may designate such material or
24 information as Protected Material pursuant to the terms of this Protective Order. A Non-Party's use
25 of this Protective Order to protect its Protected Material does not entitle that Non-Party access to
26 the Protected Material produced by any Party in this case.

1 12.5 Any of the notice requirements herein may be waived, in whole or in part, but only
2 in writing signed by the attorney-in-charge for the Party against whom such waiver will be
3 effective.

4 12.7 The United States District Court for the Northern District of California is
5 responsible for the interpretation and enforcement of this Protective Order. This Court retains and
6 shall have continuing jurisdiction over the Parties and recipients of the Protected Material,
7 including any and all Receiving Parties, for enforcement of the provision of this Protective Order
8 following termination of this litigation. All disputes concerning Protected Material produced under
9 the protection of this Protective Order shall be resolved by the United States District Court for the
10 Northern District of California.

11 12.8 Nothing in this Protective Order shall preclude or impede Outside Counsel of
12 Record's ability to communicate with or advise their client, in connection with this litigation only,
13 based on Outside Counsel of Record's review and evaluation of Protected Material, provided
14 however, that such communications or advice shall not disclose or reveal the substance or content
15 of any Protected Material other than as permitted under this Protective Order.

16 13. FINAL DISPOSITION

17 Within 60 days after the final disposition of this action, as defined in paragraph 4, each
18 Receiving Party must return all Protected Material to the Producing Party or destroy such material.
19 As used in this subdivision, "all Protected Material" includes all copies, abstracts, compilations,
20 summaries, and any other format reproducing or capturing any of the Protected Material. Whether
21 the Protected Material is returned or destroyed, the Receiving Party must submit a written
22 certification to the Producing Party (and, if not the same person or entity, to the Designating Party)
23 by the 60-day deadline that (1) identifies (by category, where appropriate) all the Protected
24 Material that was returned or destroyed and (2) affirms that the Receiving Party has not retained
25 any copies, abstracts, compilations, summaries, or any other format reproducing or capturing any
26 of the Protected Material. Notwithstanding this provision, Outside Counsel of Record are entitled
27 to retain an archival copy of all pleadings, motion papers, trial, deposition and hearing transcripts,

1 legal memoranda, correspondence, deposition and trial exhibits, expert reports, attorney work
2 product, and consultant and expert work product, even if such materials contain Protected
3 Material. Any such archival copies that contain or constitute Protected Material remain subject to
4 this Protective Order set forth in Section 4 (duration).

5 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

6
7 Dated: June 1, 2015

Respectfully submitted,

8 KILPATRICK TOWNSEND & STOCKTON LLP

9
10 By: /s/ Scott Kolassa

SCOTT KOLASSA

11 Attorneys for Plaintiff and Counterclaim Defendant
12 SHENZHENSHI HAITIECHENG SCIENCE AND
13 TECHNOLOGY CO., LTD.

14 Dated: June 1, 2015

Respectfully submitted,

15 DURIE TANGRI LLP

16
17 By: /s/ Ragesh K. Tangri

RAGESH K. TANGRI

18 Attorneys for Defendants and Counterclaimants
19 REARDEN, LLC, REARDEN MOVA, LLC,
20 MO2, LLC, and MOVA, LLC

21
22 **[PROPOSED] ORDER**

23 PURSUANT TO STIPULATION, IT IS SO ORDERED.

24
25 DATED:



EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

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I, _____, of _____,
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 _____ in the case of *Shenzhenshi Haitiecheng Science And
Technology Co., Ltd. v. Rearden, LLC; Rearden Mova, LLC; MO2, LLC; and Mova, LLC*, Civil
Action No. 15-CV-00797 SC.

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 understand that I am to retain all copies of any Protected Material, however designated, in
a secure manner, and that all copies are to remain in my personal custody until I have completed
my assigned duties, whereupon the copies and any writings prepared by me containing any
information designated as Protected Material are to be returned to counsel who provided me with
such material or destroyed, with certification of destruction.

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.

Date: _____

City and State where sworn and signed: _____

Printed name: _____

Signature: _____