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15 Attorneys for Defendants  
 16 NOAH MEDICAL CORPORATION,  
 17 ENRIQUE ROMO, DIANA CARDONA  
 18 UJUETA, KENNETH NIP, MOUSLIM  
 19 TATARKHANOV, MAZIYAR KESHTGAR,  
 20 and SARIKA PANDHARE

21 UNITED STATES DISTRICT COURT  
 22 NORTHERN DISTRICT OF CALIFORNIA

23 AURIS HEALTH, INC., VERB SURGICAL	)	CASE NO.: 3:22-cv-08073-AMO (LJC)
24 INC., and CILAG GMBH INTERNATIONAL,	)	
25	)	<b>STIPULATED ADDENDUM 2 TO</b>
26 Plaintiffs,	)	<b>THE ESI ORDER'S FORENSIC</b>
27	)	<b>PROTOCOL</b>
28 v.	)	
29	)	
30 NOAH MEDICAL CORPORATION, ENRIQUE	)	
31 ROMO, DIANA CARDONA UJUETA,	)	
32 KENNETH NIP, LEOBARDO CENTENO	)	
33 CONTRERAS, MOUSLIM TATARKHANOV,	)	
34 MAZIYAR KESHTGAR, SARIKA	)	
35 PANDHARE, and DOES	)	
36 ONE through TEN, inclusive,	)	
37	)	
38 Defendants.	)	

Auris Health, Inc. et al v. Noah Medical Corporation et al

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39 The undersigned parties, through their counsel, hereby stipulate as follows:  
 40 WHEREAS, the ESI Stipulation contains a Forensic Inspection Protocol Agreement  
 41 negotiated by the parties that “governs the forensic inspection of any personal computing,  
 42 communication, or other electronic device for which Plaintiffs seek a forensic copy that is in the  
 43 possession, custody, or control of a Defendant” (the “Forensic Protocol”) (Dkt. No. 96 at 25-44);

1           WHEREAS, the Forensic Protocol involves the retention by the Parties of a third-party  
2 forensic neutral jointly engaged by Plaintiffs and Defendants (the “Forensic Neutral”);

3           WHEREAS, on January 29, 2024, the parties filed a Joint Discovery Letter regarding  
4 several discovery disputes regarding the production of certain Noah Medical source code (ECF  
5 No. 118);

6           WHEREAS, on February 13, 2024, after a hearing, the Court granted in part and denied in  
7 part the relief requested by the parties outlined in the Joint Discovery Letter. The Court ordered  
8 the Parties to engage a forensic neutral firm to complete a search of Defendant Cardona Ujueta’s  
9 personal device for signs of transfer. (ECF No. 125);

11           WHEREAS, the Parties have agreed to use the same Forensic Neutral previously engaged  
12 for this process rather than retaining a separate forensic neutral;

13           WHEREAS, after additional discussions, Defendants Noah Medical Corporation and  
14 Diana Cardona Ujueta agree to provide a complete image of Cardona Ujueta’s Noah Medical-  
15 issued laptop to the Forensic Neutral for the limited purpose of analyzing whether she transferred  
16 Plaintiffs’ source code onto her Noah Medical-Issued Laptop;

18           WHEREAS, the Parties have agreed to a protocol for allowing such inspection;

19           WHEREAS, the Parties have agreed that making a device available for inspection by the  
20 Forensic Neutral will not be construed as a waiver of attorney-client privilege, work product  
21 protection, common interest or joint defense privilege, trade secret protection, or any other  
22 privilege or immunity;

23           NOW, THEREFORE, the Parties hereby stipulate and respectfully request the Court grant  
24 their request to add the following Addendum 2, which memorializes the Parties’ agreed protocol,  
25 to the ESI Stipulation:

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**ADDENDUM 2**

1. Forensic Review of Diana Cardona Ujueta’s Noah Medical-Issued Laptop

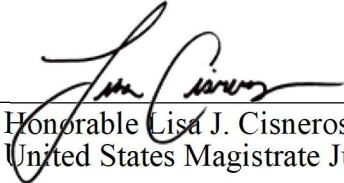
The Forensic Neutral will conduct forensic review of Diana Cardona Ujueta’s Noah Medical-Issued Laptop for the sole purpose of determining whether Ms. Cardona Ujueta transferred files downloaded from Auris from her Western Digital/My Passport External Hard Drive bearing Serial Number: WX21D981J8X1 to her Noah Medical-Issued Lenovo ThinkPad Laptop bearing Serial Number: 112011270021505. The parties have agreed to the searches necessary to identify files downloaded from Auris as set forth in Auris v. Noah – ESI Addendum 2 Search Terms – HCAEO.xlsx.

2. Non-Waiver Agreement

Disclosure of any device, account, file, email or other information to the Forensic Neutral will not be construed as a waiver of attorney-client privilege, work product protection, common interest or joint defense privilege, trade secret protection, or any other privilege or immunity.

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

Dated: April 26, 2024

By:   
Honorable Lisa J. Cisneros  
United States Magistrate Judge

1 Dated: April 23, 2024

WILSON SONSINI GOODRICH & ROSATI  
Professional Corporation

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By: /s/ Charles T. Graves

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Charles T. Graves

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Jordan R. Jaffe

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Sarah Eller

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TATARKHANOV, MAZIYAR KESHTGAR,  
and SARIKA PANDHARE

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11 Dated: April 23, 2024

O'MELVENY & MYERS LLP

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By: /s/ David R. Eberhart

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David R. Eberhart

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Laura Burson

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Rui Li

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Christopher B. Phillips

Attorneys for Plaintiffs  
Auris Health, Inc., Verb Surgical Inc., and  
Cilag GmbH International

18 Dated: April 23, 2024

CONRAD | METLITZKY | KANE LLP

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By: /s/ Felipe Corredor

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Mark Conrad

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Felipe Corredor

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Attorneys for Defendant Leobardo Centeno  
Contreras

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**ATTESTATION (CIVIL LOCAL RULE 5-1(i)(3))**

Pursuant to Civil Local Rule 5-1(i)(3) regarding signatures, I attest that concurrence in the filing of this document has been obtained from the other party signatories.

Dated: April 23, 2024

/s/ Charles T. Graves  
Charles T. Graves