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 AVAGO TECHNOLOGIES U.S., INC., AVAGO  
 7 TECHNOLOGIES INTERNATIONAL SALES  
 PTE. LIMITED, AVAGO TECHNOLOGIES  
 8 JAPAN, LTD., AVAGO TECHNOLOGIES  
 CANADA CORPORATION

10 UNITED STATES DISTRICT COURT  
 11 NORTHERN DISTRICT OF CALIFORNIA

12 AVAGO TECHNOLOGIES U.S., INC., a  
 Delaware corporation, AVAGO  
 13 TECHNOLOGIES INTERNATIONAL  
 SALES PTE. LIMITED, AVAGO  
 14 TECHNOLOGIES JAPAN, LTD.,  
 AVAGO TECHNOLOGIES CANADA  
 15 CORPORATION,

Case No. 08-CV-03248 JW

**STIPULATED PROTECTIVE ORDER**

**(MODIFIED BY THE COURT)**

16 Plaintiffs,

17 v.

17 EMCORE CORPORATION, VENTURE  
 CORPORATION LIMITED fka  
 18 VENTURE MANUFACTURING (S)  
 LTD.,

19 Defendants.

20 AND RELATED COUNTERCLAIM.  
 21

22 1. PURPOSES AND LIMITATIONS

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

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

6 2. DEFINITIONS

7 2.1 Party: any party to this action, including all of its officers, directors,  
8 employees, consultants, retained experts, and outside counsel (and their support staff).

9 2.2 Disclosure or Discovery Material: all items or information, regardless of the  
10 medium or manner generated, stored, or maintained (including, among other things, testimony,  
11 transcripts, or tangible things) that are produced or generated in disclosures or responses to  
12 discovery in this matter.

13 2.3 “Confidential” Information or Items: information (regardless of how  
14 generated, stored or maintained) or tangible things that qualify for protection under standards  
15 developed under F.R.Civ.P. 26(c).

16 2.4 “Highly Confidential – Attorneys’ Eyes Only” Information or Items:  
17 extremely sensitive “Confidential Information or Items” whose disclosure to another Party or  
18 nonparty would create a substantial risk of serious injury that could not be avoided by less  
19 restrictive means.

20 2.5 Receiving Party: a Party that receives Disclosure or Discovery Material from a  
21 Producing Party.

22 2.6 Producing Party: a Party or non-party that produces Disclosure or Discovery  
23 Material in this action.

24 2.7. Designating Party: a Party or non-party that designates information or items  
25 that it produces in disclosures or in responses to discovery as “Confidential” or “Highly  
26 Confidential - Attorneys’ Eyes Only.”

27 2.8 Protected Material: any Disclosure or Discovery Material that is designated as  
28 “Confidential” or as “Highly Confidential – Attorneys’ Eyes Only.”

1                   2.9. Outside Counsel: attorneys who are not employees of a Party but who are  
2 retained to represent or advise a Party in this action.

3                   2.10 House Counsel: attorneys who are employees of a Party.

4                   2.11 Counsel (without qualifier): Outside Counsel and House Counsel (as well as  
5 their support staffs).

6                   2.12 Expert: a person with specialized knowledge or experience in a matter  
7 pertinent to the litigation who has been retained by a Party or its counsel to serve as an expert  
8 witness or as a consultant in this action and who is not a past or a current employee of a Party or  
9 of a competitor of a Party's and who, at the time of retention, is not anticipated to become an  
10 employee of a Party or a competitor of a Party's. This definition includes a professional jury or  
11 trial consultant retained in connection with this litigation.

12                   2.13 Professional Vendors: persons or entities that provide litigation support  
13 services (e.g., photocopying; videotaping; translating; preparing exhibits or demonstrations;  
14 organizing, storing, retrieving data in any form or medium; etc.) and their employees and  
15 subcontractors.

16                   3.       SCOPE

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

21                   4.       DURATION

22                   Even after the termination of this litigation, the confidentiality obligations imposed by this  
23 Order shall remain in effect until a Designating Party agrees otherwise in writing or a court order  
24 otherwise directs. **For a period of six months after the final termination of this action, this  
25 court will retain jurisdiction to enforce the terms of this order.**

26                   5.       DESIGNATING PROTECTED MATERIAL

27                   5.1 Exercise of Restraint and Care in Designating Material for Protection. Each  
28 Party or non-party that designates information or items for protection under this Order must take  
care to limit any such designation to specific material that qualifies under the appropriate

1 standards. A Designating Party must take care to designate for protection only those parts of  
2 material, documents, items, or oral or written communications that qualify – so that other portions  
3 of the material, documents, items, or communications for which protection is not warranted are  
4 not swept unjustifiably within the ambit of this Order.

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

9 If it comes to a Party's or a non-party's attention that information or items that it  
10 designated for protection do not qualify for protection at all, or do not qualify for the level of  
11 protection initially asserted, that Party or non-party must promptly notify all other parties that it is  
12 withdrawing the mistaken designation.

13 5.2 Manner and Timing of Designations. Except as otherwise provided in this  
14 Order (see, e.g., second paragraph of section 5.2(a), below), or as otherwise stipulated or ordered,  
15 material that qualifies for protection under this Order must be clearly so designated before the  
16 material is disclosed or produced.

17 Designation in conformity with this Order requires:

18 (a) for information in documentary form (apart from transcripts of depositions or  
19 other pretrial or trial proceedings), that the Producing Party affix the legend "CONFIDENTIAL"  
20 or "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY" at the top or bottom of each  
21 page that contains protected material. If only a portion or portions of the material on a page  
22 qualifies for protection, the Producing Party also must clearly identify the protected portion(s)  
23 (e.g., by making appropriate markings in the margins) and must specify, for each portion, the  
24 level of protection being asserted (either "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL –  
25 ATTORNEYS' EYES ONLY").

26 A Party or non-party that makes original documents or materials available for  
27 inspection need not designate them for protection until after the inspecting Party has indicated  
28 which material it would like copied and produced. During the inspection and before the

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

12 (b) for testimony given in deposition or in other pretrial or trial proceedings, that  
13 the Party or non-party offering or sponsoring the testimony identify on the record, before the  
14 close of the deposition, hearing, or other proceeding, all protected testimony, and further specify  
15 any portions of the testimony that qualify as “HIGHLY CONFIDENTIAL – ATTORNEYS’  
16 EYES ONLY.” When it is impractical to identify separately each portion of testimony that is  
17 entitled to protection, and when it appears that substantial portions of the testimony may qualify  
18 for protection, the Party or non-party that sponsors, offers, or gives the testimony may invoke on  
19 the record (before the deposition or proceeding is concluded) a right to have up to 20 days to  
20 identify the specific portions of the testimony as to which protection is sought and to specify the  
21 level of protection being asserted (“CONFIDENTIAL” or “HIGHLY CONFIDENTIAL –  
22 ATTORNEYS’ EYES ONLY”).

23 Only those portions of the testimony that are appropriately designated for  
24 protection within the 20 days shall be covered by the provisions of this Stipulated Protective  
25 Order.

26 Transcript pages containing Protected Material must be separately bound by the  
27 court reporter, who must affix to the top or bottom of each such page the legend  
28 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY,” as

1 instructed by the Party or nonparty offering or sponsoring the witness or presenting the testimony.

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

9 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent failure to  
10 designate qualified information or items as “Confidential” or “Highly Confidential – Attorneys’  
11 Eyes Only” does not, standing alone, waive the Designating Party’s right to secure protection  
12 under this Order for such material. If material is appropriately designated as “Confidential” or  
13 “Highly Confidential – Attorneys’ Eyes Only” after the material was initially produced, the  
14 Receiving Party, on timely notification of the designation, must make reasonable efforts to assure  
15 that the material is treated in accordance with the provisions of this Order.

## 16 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

17 6.1 Timing of Challenges. Unless a prompt challenge to a Designating Party’s  
18 confidentiality designation is necessary to avoid foreseeable substantial unfairness, unnecessary  
19 economic burdens, or a later significant disruption or delay of the litigation, a Party does not  
20 waive its right to challenge a confidentiality designation by electing not to mount a challenge  
21 promptly after the original designation is disclosed.

22 6.2 Meet and Confer. A Party that elects to initiate a challenge to a Designating  
23 Party’s confidentiality designation must do so in good faith and must begin the process by  
24 conferring directly (in voice to voice dialogue; other forms of communication are not sufficient)  
25 with counsel for the Designating Party. In conferring, the challenging Party must explain the  
26 basis for its belief that the confidentiality designation was not proper and must give the  
27 Designating Party an opportunity to review the designated material, to reconsider the  
28 circumstances, and, if no change in designation is offered, to explain the basis for the chosen

1 designation. A challenging Party may proceed to the next stage of the challenge process only if it  
2 has engaged in this meet and confer process first.

3           6.3 Judicial Intervention. A Party that elects to press a challenge to a  
4 confidentiality designation after considering the justification offered by the Designating Party  
5 may file and serve a motion under Civil Local Rule 7 (and in compliance with Civil Local Rule  
6 79-5, if applicable) that identifies the challenged material and sets forth in detail the basis for the  
7 challenge. Each such motion must be accompanied by a competent declaration that affirms that  
8 the movant has complied with the meet and confer requirements imposed in the preceding  
9 paragraph and that sets forth with specificity the justification for the confidentiality designation  
10 that was given by the Designating Party in the meet and confer dialogue.

11           The burden of persuasion in any such challenge proceeding shall be on the  
12 Designating Party. Until the court rules on the challenge, all parties shall continue to afford the  
13 material in question the level of protection to which it is entitled under the Producing Party's  
14 designation.

15           7.       ACCESS TO AND USE OF PROTECTED MATERIAL

16           7.1 Basic Principles. A Receiving Party may use Protected Material that is  
17 disclosed or produced by another Party or by a non-party in connection with this case only for  
18 prosecuting, defending, or attempting to settle this litigation. Such Protected Material may be  
19 disclosed only to the categories of persons and under the conditions described in this Order.  
20 When the litigation has been terminated, a Receiving Party must comply with the provisions of  
21 section 11, below (FINAL DISPOSITION).

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

25           7.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless otherwise  
26 ordered by the court or permitted in writing by the Designating Party, a Receiving Party may  
27 disclose any information or item designated CONFIDENTIAL only to:

1 (a) the Receiving Party’s Outside Counsel of record in this action, as well as  
2 employees of said Counsel to whom it is reasonably necessary to disclose the information for this  
3 litigation and who have signed the “Agreement to Be Bound by Protective Order” that is attached  
4 hereto as Exhibit A;

5 (b) the officers, directors, and employees (including House Counsel) of the  
6 Receiving Party to whom disclosure is reasonably necessary for this litigation and who have  
7 signed the “Agreement to Be Bound by Protective Order” (Exhibit A);

8 (c) experts (as defined in this Order) of the Receiving Party to whom disclosure is  
9 reasonably necessary for this litigation and who have signed the “Agreement to Be Bound by  
10 Protective Order” (Exhibit A);

11 (d) the Court and its personnel;

12 (e) court reporters, their staffs, and professional vendors to whom disclosure is  
13 reasonably necessary for this litigation and who have signed the “Agreement to Be Bound by  
14 Protective Order” (Exhibit A);

15 (f) during their depositions, witnesses in the action to whom disclosure is  
16 reasonably necessary and who have signed the “Agreement to Be Bound by Protective Order”  
17 (Exhibit A). Pages of transcribed deposition testimony or exhibits to depositions that reveal  
18 Protected Material must be separately bound by the court reporter and may not be disclosed to  
19 anyone except as permitted under this Stipulated Protective Order.

20 (g) the author of the document or the original source of the information.

21 7.3 Disclosure of “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”  
22 Information or Items. Unless otherwise ordered by the court or permitted in writing by the  
23 Designating Party, a Receiving Party may disclose any information or item designated “HIGHLY  
24 CONFIDENTIAL – ATTORNEYS’ EYES ONLY” only to:

25 (a) the Receiving Party’s Outside Counsel of record in this action, as well as  
26 employees of said Counsel to whom it is reasonably necessary to disclose the information for this  
27 litigation and who have signed the “Agreement to Be Bound by Protective Order” that is attached  
28 hereto as Exhibit A;

1 (b) Experts (as defined in this Order) (1) to whom disclosure is reasonably  
2 necessary for this litigation, (2) who have signed the “Agreement to Be Bound by Protective  
3 Order” (Exhibit A), and (3) as to whom the procedures set forth in paragraph 7.4, below, have  
4 been followed;

5 (c) the Court and its personnel;

6 (d) court reporters, their staffs, and professional vendors to whom disclosure is  
7 reasonably necessary for this litigation and who have signed the “Agreement to Be Bound by  
8 Protective Order” (Exhibit A); and

9 (e) the author of the document or the original source of the information.

10 7.4 Procedures for Approving Disclosure of “HIGHLY CONFIDENTIAL –  
11 ATTORNEYS’ EYES ONLY” Information or Items to “Experts”

12 (a) Unless otherwise ordered by the court or agreed in writing by the Designating  
13 Party, a Party that seeks to disclose to an “Expert” (as defined in this Order) any information or  
14 item that has been designated “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” first  
15 must make a written request to the Designating Party that

16 (1) identifies the specific HIGHLY CONFIDENTIAL information that the  
17 Receiving Party seeks permission to disclose to the Expert,

18 (2) sets forth the full name of the Expert and the city and state of his or her  
19 primary residence,

20 (3) attaches a copy of the Expert’s current resume,

21 (4) identifies the Expert’s current employer(s),

22 (5) identifies each person or entity from whom the Expert has received  
23 compensation for work in his or her areas of expertise or to whom the expert has provided  
24 professional services at any time during the preceding five years, and

25 (6) identifies (by name and number of the case, filing date, and location of  
26 court) any litigation in connection with which the Expert has provided any professional services  
27 during the preceding five years.

28 (b) A Party that makes a request and provides the information specified in the

1 preceding paragraph may disclose the subject Protected Material to the identified Expert unless,  
2 within seven court days of delivering the request, the Party receives a written objection from the  
3 Designating Party. Any such objection must set forth in detail the grounds on which it is based.

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

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

19 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN  
20 OTHER LITIGATION.

21 If a Receiving Party is served with a subpoena or an order issued in other litigation that  
22 would compel disclosure of any information or items designated in this action as  
23 "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY," the  
24 Receiving Party must so notify the Designating Party, in writing, by email and, if possible by fax,  
25 immediately and in no event more than three court days after receiving the subpoena or order.  
26 Such notification must include a copy of the subpoena or court order.

27 The Receiving Party also must immediately inform in writing the Party who caused the  
28 subpoena or order to issue in the other litigation that some or all the material covered by the

1 subpoena or order is the subject of this Protective Order. In addition, the Receiving Party must  
2 deliver a copy of this Stipulated Protective Order promptly to the Party in the other action that  
3 caused the subpoena or order to issue.

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

10 9. 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

- 14 (a) notify in writing the Designating Party of the unauthorized disclosures,  
15 (b) use its best efforts to retrieve all copies of the Protected Material,  
16 (c) inform the person or persons to whom unauthorized disclosures were made of  
17 all the terms of this Order, and  
18 (d) request such person or persons to execute the “Acknowledgment and  
19 Agreement to Be Bound” that is attached hereto as Exhibit A.

20 10. FILING PROTECTED MATERIAL.

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

25 11. FINAL DISPOSITION.

26 Unless otherwise ordered or agreed in writing by the Producing Party, within sixty days  
27 after the final termination of this action, each Receiving Party must return all Protected Material  
28 to the Producing Party. As used in this subdivision, “all Protected Material” includes all copies,

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

14 12. MISCELLANEOUS

15 12.1 Right to Further Relief. Nothing in this Order abridges the right of any  
16 person to seek its modification by the Court in the future.

17 12.2 Right to Assert Other Objections. By stipulating to the entry of this  
18 Protective Order no Party waives any right it otherwise would have to object to disclosing or  
19 producing any information or item on any ground not addressed in this Stipulated Protective  
20 Order. Similarly, no Party waives any right to object on any ground to use in evidence of any of  
21 the material covered by this Protective Order.

22 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

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Dated: August 18, 2009

HOPKINS & CARLEY  
A Law Corporation

By: /s/ Erik P. Khoobyarian  
Erik P. Khoobyarian  
Attorneys for Plaintiffs and  
Counter-Defendants  
AVAGO TECHNOLOGIES U.S., INC.,  
AVAGO TECHNOLOGIES  
INTERNATIONAL SALES PTE. LIMITED,  
AVAGO TECHNOLOGIES JAPAN, LTD.,  
AVAGO TECHNOLOGIES CANADA  
CORPORATION

Dated: August 18, 2009

WHITE & CASE LLP

By: /s/ Matthew P. Lewis  
Matthew P. Lewis  
Attorneys for Defendant and Counterclaimant  
VENTURE CORPORATION LIMITED fka  
VENTURE MANUFACTURING (S) LTD.  
and Counterclaimant TECHNOCOM  
SYSTEMS SDN BHD

Dated: August 18, 2009

REDENBACHER & BROWN, LLP

By: /s/ John C. Brown  
John C. Brown  
Attorneys for Defendant  
EMCORE CORPORATION

**ATTESTATION OF ERIK P. KHOOBYARIAN**

I, Erik P. Khoobyarian, am one of the attorneys of record for Plaintiffs and Counter  
Defendants AVAGO TECHNOLOGIES U.S., INC., AVAGO TECHNOLOGIES  
INTERNATIONAL SALES PTE. LIMITED, AVAGO TECHNOLOGIES JAPAN, LTD., and  
AVAGO TECHNOLOGIES CANADA CORPORATION. I have obtained concurrence in the

1 filing of this document from John C. Brown, attorney of record for Defendant EMCORE  
2 CORPORATION; Matthew P. Lewis attorney of record for Defendant and Counterclaimant  
3 VENTURE CORPORATION LIMITED fka VENTURE MANUFACTURING (S) LTD. and  
4 Counterclaimant TECHNOCOM SYSTEMS SDN BHD, which shall serve in lieu of his signature  
5 on the filed document. I have obtained and will maintain records to support this concurrence for  
6 subsequent production for the court if so ordered or for inspection upon request by a party until  
7 one year after final resolution of the action (including appeal, if any).

8  
9 Dated: August 18, 2009

10 By: /s/ Erik P. Khoobyarian

Erik P. Khoobyarian

11 **AS MODIFIED BY THE COURT,**  
12 PURSUANT TO STIPULATION, <sup>^</sup>IT IS SO ORDERED.

13 DATED: August 22, 2009

14   
United States ~~By~~ Judge  
Magistrate

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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 \_\_\_\_\_ [insert formal name of the case and the number and initials assigned to it by the court]. 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: \_\_\_\_\_  
[printed name]

Signature: \_\_\_\_\_  
[signature]