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 MAXIM INTEGRATED PRODUCTS, INC.

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8 UNITED STATES DISTRICT COURT
 9 NORTHERN DISTRICT OF CALIFORNIA
 10 SAN JOSE DIVISION

12 MAXIM INTEGRATED PRODUCTS,
 INC., a Delaware Corporation,
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 Plaintiff,
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 v.
 15 ALTRONIX CORPORATION, a New
 16 York Corporation,
 17
 Defendant.

CASE NO. CV-10-02524 LHK
STIPULATED PROTECTIVE ORDER
(MODIFIED BY THE COURT)

The Honorable Lucy H. Koh

19 1. **PURPOSES AND LIMITATIONS**

20 Disclosure and discovery activity in this action are likely to involve production of
 21 confidential, proprietary, or private information for which special protection from public
 22 disclosure and from use for any purpose other than prosecuting this litigation would be warranted.
 23 Accordingly, the parties hereby stipulate to and petition the Court to enter the following
 24 Stipulated Protective Order. The parties acknowledge that this Order does not confer blanket
 25 protections on all disclosures or responses to discovery and that the protection it affords extends
 26 only to the limited information or items that are entitled under the applicable legal principles to
 27 treatment as confidential. The parties further acknowledge, as set forth in Section 10 below, that
 28 this Stipulated Protective Order creates no entitlement to file confidential information under seal;

1 Civil Local Rule 79-5 sets forth the procedures that must be followed and reflects the standards
2 that will be applied when a party seeks permission from the Court to file material under seal.

3 2. **DEFINITIONS**

4 2.1 **Party.** Any Party to this action, including all of its officers, directors,
5 employees, consultants, retained experts, outside counsel (and their support staff), and each
6 Party's insurance carrier(s) (if any) that are defending the claims in this action.

7 2.2 **Disclosure or Discovery Material.** All items or information, regardless of
8 the medium or manner generated, stored, or maintained (including, among other things,
9 testimony, transcripts, or tangible things) that are produced or generated in disclosures or
10 responses to discovery in this matter.

11 2.3 **"Confidential" Information or Items.** Information (regardless of how
12 generated, stored or maintained) or tangible things that qualify for protection under standards
13 developed under F.R.Civ.P. 26(c).

14 2.4 **"Highly Confidential – Attorneys' Eyes Only" Information or Items.**
15 "Confidential Information or Items" which are currently commercially sensitive and with regard
16 to which the Producing Party and/or its Counsel has a good faith belief that disclosure to another
17 Party or nonparty would create a substantial risk of serious injury that could not be avoided by
18 less restrictive means.

19 2.5 **Receiving Party.** A Party that receives Disclosure or Discovery Material
20 from a Producing Party.

21 2.6 **Producing Party.** A Party or non-party that produces Disclosure or
22 Discovery Material in this action.

23 2.7. **Designating Party:** A Party or non-party that designates information or
24 items that it produces in disclosures or in responses to discovery as "Confidential" or "Highly
25 Confidential - Attorneys' Eyes Only."

26 2.8 **Protected Material.** Any Disclosure or Discovery Material that is
27 designated as "Confidential" or as "Highly Confidential - Attorneys' Eyes Only."

28 2.9 **Outside Counsel.** Attorneys who are not employees of a Party but who

1 are counsel of record retained to represent or advise a Party in this action.

2 2.10 **House Counsel**. Attorneys who are employees of a Party or employed
3 with a Party's parent, subsidiary or affiliate. House Counsel does not include Outside Counsel of
4 record or any other outside counsel.

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

7 2.12 **Expert**. A person with specialized knowledge or experience in a matter
8 pertinent to the litigation who has been retained by a Party or its counsel to serve as an expert
9 witness or as a consultant in this action and who is not a past or a current employee of a Party and
10 who, at the time of retention, Counsel does not have reason to believe is or will become an
11 employee of a Party. This definition includes a professional jury or trial consultant retained in
12 connection with this litigation.

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

17 3. **SCOPE**

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

22 However, the protections conferred by this Stipulation and Order do not cover the
23 following information: (a) any information that is in the public domain at the time of disclosure to
24 a Receiving Party or becomes part of the public domain after its disclosure to a Receiving Party
25 as a result of publication not involving a violation of this Order, including becoming part of the
26 public record through trial or otherwise; and (b) any information known to the Receiving Party
27 prior to the disclosure or obtained by the Receiving Party after the disclosure from a source who
28 obtained the information lawfully and under no obligation of confidentiality to the Designating

1 Party. Any use of Protected Material at trial shall be governed by a separate agreement or order.

2 4. **DURATION**

3 Even after final disposition of this litigation, the confidentiality obligations imposed by
4 this Order shall remain in effect until a Designating Party agrees otherwise in writing or a court
5 order otherwise directs. Final disposition shall be deemed to be the later of (1) dismissal of all
6 claims and defenses in this action, with or without prejudice; and (2) final judgment herein after
7 the completion and exhaustion of all appeals, rehearings, remands, trials, or reviews of this action,
8 including the time limits for filing any motions or applications for extension of time pursuant to
9 applicable law. **For a period of six months after the final disposition of this action, this court
will retain jurisdiction to enforce the terms of this order.**

10 5. **DESIGNATING PROTECTED MATERIAL**

11 5.1 **Exercise of Restraint and Care in Designating Material for Protection.**

12 Each Party or non-party that designates information or items for protection under this Order must
13 take care to limit any such designation to specific material that qualifies under the appropriate
14 standards. To the extent it is practical to do so, the Designating Party must take care to designate
15 for protection only those parts of material, documents, items, or oral or written communications
16 that qualify – so that other portions of the material, documents, items, or communications for
17 which protection is not warranted are not swept unjustifiably within the ambit of this Order.

18 Mass, indiscriminate, or routinized designations are prohibited. Designations that
19 are shown to be clearly unjustified, or that have been made for an improper purpose (e.g., to
20 unnecessarily encumber or retard the case development process, or to impose unnecessary
21 expenses and burdens on other parties), expose the Designating Party to sanctions. If it comes to
22 a Designating Party's or a non-party's attention that information or items that it designated for
23 protection do not qualify for protection at all, or do not qualify for the level of protection initially
24 asserted, that Designating Party or non-party must promptly notify all other parties that it is
25 withdrawing the mistaken designation.

26 5.2 **Manner and Timing of Designations.** Except as otherwise provided in
27 this Order (see, e.g., second paragraph of section 5.2(a), below), or as otherwise stipulated or
28 ordered, material that qualifies for protection under this Order must be clearly so designated

1 before the material is disclosed or produced. Designation in conformity with this Order requires:

2 (a) For information in documentary form (apart from transcripts of
3 depositions or other pretrial or trial proceedings), that the Producing Party affix the legend
4 “Confidential” or “Highly Confidential - Attorneys’ Eyes Only” on each page that contains
5 protected material. If only a portion or portions of the material on a page qualifies for protection,
6 the Producing Party also must clearly identify the protected portion(s) (e.g., by making
7 appropriate markings in the margins) and must specify, for each portion, the level of protection
8 being asserted (either “Confidential” or “Highly Confidential – Attorneys’ Eyes Only”).

9 A Party or non-party that makes original documents or materials available
10 for inspection need not designate them for protection until after the inspecting Party has indicated
11 which material it would like copied and produced. During the inspection and before the
12 designation, all of the material made available for inspection shall be deemed “Confidential,”
13 except the Producing Party can designate a subset of the materials as “Highly Confidential –
14 Attorneys’ Eyes Only” if it has good cause to do so. After the inspecting Party has identified the
15 documents it wants copied and produced, the Producing Party must determine which documents,
16 or portions thereof, qualify for protection under this Order, then, before producing the specified
17 documents, the Producing Party must affix the appropriate legend (“Confidential” or “Highly
18 Confidential – Attorneys’ Eyes Only”) on each page that contains Protected Material. If only a
19 portion or portions of the material on a page qualifies for protection, the Producing Party also
20 must clearly identify the protected portion(s) (e.g., by making appropriate markings in the
21 margins) and must specify, for each portion, the level of protection being asserted (either
22 “Confidential” or “Highly Confidential – Attorneys’ Eyes Only”).

23 (b) For testimony given in deposition or in other pretrial or trial
24 proceedings, that the Designating Party or non-party offering the testimony identify on the record,
25 before the close of the deposition, hearing, or other proceeding, all protected testimony, and
26 further specify any portions of the testimony that qualify as “Highly Confidential – Attorneys’
27 Eyes Only.” When it is impractical to identify separately each portion of testimony that is
28 entitled to protection, and when it appears that substantial portions of the testimony may qualify

1 for protection, the Designating Party or non-party that offers, or gives the testimony may invoke
2 on the record (before the deposition or proceeding is concluded) a right to have up to 20 days to
3 identify the specific portions of the testimony as to which protection is sought and to specify the
4 level of protection being asserted (“Confidential” or “Highly Confidential – Attorneys’ Eyes
5 Only”). Only those portions of the testimony that are appropriately designated for protection
6 within the 20 days shall be covered by the provisions of this Stipulated Protective Order.

7 Any transcript that is prepared before the expiration of a ²⁰~~21~~ day period for designation
8 shall be treated during that period as if it had been “Confidential” or “Highly Confidential –
9 Attorneys’ Eyes Only” in its entirety unless otherwise agreed. After the expiration of that period,
10 the transcript shall be treated only as actually designated.

11 Transcript pages containing Protected Material must be separately bound
12 by the court reporter, who must affix to the top of each such page the legend “Confidential” or
13 “Highly Confidential – Attorneys’ Eyes Only,” as instructed by the Party or nonparty offering the
14 witness or presenting the testimony.

15 (c) For information produced in some form other than documentary, and
16 for any other tangible items, that the Producing Party affix in a prominent place on the exterior of
17 the container or containers in which the information or item is stored the legend “Confidential” or
18 “Highly Confidential – Attorneys’ Eyes Only.” If only portions of the information or item
19 warrant protection, the Producing Party, to the extent practicable, shall identify the protected
20 portions, specifying whether they qualify as “Confidential” or as “Highly Confidential –
21 Attorneys’ Eyes Only.”

22 5.3 **Inadvertent Failures to Designate.** If timely corrected, an inadvertent
23 failure to designate qualified information or items as “Confidential” or “Highly Confidential –
24 Attorneys’ Eyes Only” does not, standing alone, waive the Designating Party’s right to secure
25 protection under this Order for such material. If material is appropriately designated as
26 “Confidential” or “Highly Confidential – Attorneys’ Eyes Only” after the material was initially
27 produced, the Receiving Party, on timely notification of the corrected designation by the
28 Producing Party, must make reasonable efforts to assure that the material is treated in accordance

1 with the provisions of this Order.

2 6. **CHALLENGING CONFIDENTIALITY DESIGNATIONS**

3 6.1 **Timing of Challenges.** Unless a prompt challenge to a Designating
4 Party's confidentiality designation is necessary to avoid foreseeable substantial unfairness,
5 unnecessary economic burdens, or a later significant disruption or delay of the litigation, a Party
6 does not waive its right to challenge a confidentiality designation by electing not to mount a
7 challenge promptly after the original designation is disclosed.

8 6.2 **Meet and Confer.** A Party that elects to initiate a challenge to a
9 Designating Party's confidentiality designation must do so in good faith and must begin the
10 process by conferring directly (in voice to voice dialogue; other forms of communication are not
11 sufficient) with counsel for the Designating Party. In conferring, the challenging Party must
12 explain the basis for its belief that the confidentiality designation was not proper and must give
13 the Designating Party an opportunity to review the designated material, to reconsider the
14 circumstances, and if no change in designation is offered, to explain the basis for the chosen
15 designation. A challenging Party may proceed to the next stage of the challenge process only if it
16 has engaged in this meet and confer process first.

17 6.3 **Judicial Intervention.** If the Parties cannot resolve a challenge without
18 court intervention, the Designating Party shall file and serve a motion to retain confidentiality
19 under Civil Local Rule 7 (and in compliance with Civil Local Rule 79-5, if applicable) within 21
20 days of the initial notice of challenge or within 14 days of the parties agreeing that the meet and
21 confer process will not resolve their dispute, whichever is earlier. Each such motion must be
22 accompanied by a competent declaration that affirms that the movant has complied with the meet
23 and confer requirements imposed in the preceding paragraph. In addition, the Challenging Party
24 may file a motion challenging a confidentiality designation at any time if there is good cause for
25 doing so, including a challenge to the designation of a deposition transcript or any portions
26 thereof. Any motion brought pursuant to this provision must be accompanied by a competent
27 declaration affirming that the movant has complied with the meet and confer requirements
28 imposed by the preceding paragraph. Frivolous challenges and those made for an improper

1 purpose (e.g., to harass or impose unnecessary expenses and burdens on other parties) may
2 expose the Challenging Party to sanctions.

3 The burden of persuasion in any such challenge proceeding shall be on the
4 Designating Party. Until the court rules on the challenge, all parties shall continue to afford the
5 material in question the level of protection to which it is entitled under the Producing Party's
6 designation. If the Designating Party does not bring a motion timely as set forth above, any
7 Highly Confidential - ATTORNEYS' EYES ONLY designation shall drop to a
8 CONFIDENTIAL designation and a CONFIDENTIAL designation shall lose its
9 CONFIDENTIAL designation.

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

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

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

20 7.2 **Disclosure of "Confidential" Information or Items.** Unless otherwise
21 ordered by the court or permitted in writing by the Designating Party, a Receiving Party may
22 disclose any information or item designated "Confidential" only to:

23 (a) The Receiving Party's Outside Counsel of record in this action, as well
24 as employees of said Counsel, and professional vendors to whom it is reasonably necessary to
25 disclose information for this litigation;

26 (b) The Receiving Party and any officers, directors, and employees
27 (including House Counsel) of the Receiving Party to whom disclosure is reasonably necessary for
28 this litigation;

1 (c) Experts (as defined in this Order) of the Receiving Party to whom
2 disclosure is reasonably necessary for this litigation and who have signed the “Agreement to Be
3 Bound by Protective Order” the copy of which shall remain in the retaining Counsel’s possession
4 until further order of this Court requiring its production to other Counsel or until such time as
5 Expert Disclosures are required pursuant to the applicable Case Management Order (Exhibit A);

6 (d) The Court and its personnel;

7 (e) Court reporters and their staffs;

8 (f) During their depositions, witnesses in the action to whom disclosure is
9 reasonably necessary and who have signed the “Acknowledgment and Agreement to Be Bound”
10 (Exhibit A), unless otherwise agreed by the Designating Party or ordered by the court. Pages of
11 transcribed deposition testimony or exhibits to depositions that reveal Protected Material must be
12 separately bound by the court reporter and may not be disclosed to anyone except as permitted
13 under this Stipulated Protective Order.

14 (g) The author and any recipient of the document or the original source of
15 the information or a custodian or other person who otherwise possessed or knew the information.

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
21 as employees of said Counsel and professional vendors, excluding experts and consultants, who
22 are under Outside Counsel’s direct supervision (except as specifically provided in subdivision (b)
23 below), and to whom it is reasonably necessary to disclose information for this litigation;

24 (b) Experts (as defined in this Order): Highly Confidential information
25 may be disclosed to an Expert without disclosing the identity of the Expert to the opposing party
26 *provided* that (1) the Expert is a person(s) to whom disclosure is reasonably necessary for this
27 litigation, (2) they have signed the “Acknowledgment and Agreement to Be Bound by Protective
28 Order” the copy of which shall remain in the retaining Counsel’s possession until further order of

1 this Court requiring its production to other Counsel or until such time as Expert Disclosures are
2 required pursuant to the applicable Case Management Order (Exhibit A) and; (3) the Expert is
3 not a current officer, director, or employee of a competitor of a Party or anticipated to become
4 one and *provided* that if the Expert is or has ever been employed commercially in any capacity by
5 any company in the electronics, security, health and life safety or power supply and management
6 industries, in the past ten years, the Party who plans to retain the Expert must disclose to the
7 Designating Party the names of the company(ies) in the industry where the Expert or consultant is
8 or was employed and the dates of said employment in advance of disclosing any such Highly
9 Confidential Information;

10 (c) The Court and its personnel;

11 (d) Court reporters and their staffs; and

12 (e) The author and any recipient of the document or the original source of
13 the information or a custodian or other person who otherwise possessed or knew the information.

14 7.4 **Procedures for Approving or Objecting to Disclosure of “Highly**
15 **Confidential - Attorneys’ Eyes Only” Information or Items to Experts.**

16 (a) A Party that makes a request and provides the information specified
17 in the preceding respective paragraph 7.3(b) regarding an Expert may disclose the subject Highly
18 Confidential Material to the identified designated Expert unless, within 15 days of delivering the
19 request, the Party receives a written objection from the Designating Party. Any such objection
20 must set forth in detail the grounds on which it is based.

21 (b) A Party that receives a timely written objection must meet and
22 confer with the Designating Party (through direct voice to voice dialogue) to try to resolve the
23 matter by agreement within seven days of the written objection. If no agreement is reached, the
24 Party seeking to make the disclosure to the Expert may file a motion as provided in Civil Local
25 Rule 7 (and in compliance with Civil Local Rule 79-5, if applicable) seeking permission from the
26 Court to do so. Any such motion must describe the circumstances with specificity, set forth in
27 detail the reasons why the disclosure to the Expert is reasonably necessary, assess the risk of harm
28 that the disclosure would entail, and suggest any additional means that could be used to reduce

1 that risk. In addition, any such motion must be accompanied by a competent declaration
2 describing the parties' efforts to resolve the matter by agreement (i.e., the extent and the content
3 of the meet and confer discussions) and setting forth the reasons advanced by the Designating
4 Party for its refusal to approve the disclosure.

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

8 8. **PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED**
9 **IN OTHER LITIGATION**

10 If a Receiving Party is served with a subpoena or an order issued in other litigation that
11 would compel disclosure of any information or items designated in this action as "Confidential"
12 or "Highly Confidential – Attorneys' Eyes Only," the Receiving Party must so notify the
13 Designating Party, in writing (by facsimile or email, if possible) immediately and in no event
14 more than three court days after receiving the subpoena or order. Such notification must include
15 a copy of the subpoena or court order.

16 The Receiving Party also must immediately inform in writing the party who caused the
17 subpoena or order to issue in the other litigation that some or all of the material covered by the
18 subpoena or order is the subject of this Protective Order. In addition, the Receiving Party must
19 deliver a copy of this Stipulated Protective Order promptly to the party in the other action that
20 caused the subpoena or order to issue.

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

27 9. **UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

28 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed Protected

1 Material to any person or in any circumstance not authorized under this Stipulated Protective
2 Order, the Receiving Party must immediately (a) notify in writing the Designating Party of the
3 unauthorized disclosures, (b) use its best efforts to retrieve all copies of the Protected Material, (c)
4 inform the person or persons to whom unauthorized disclosures were made of all the terms of this
5 Order, and (d) request such person or persons to execute the “Acknowledgment and Agreement to
6 Be Bound by Protective Order” that is attached hereto as Exhibit A.

7 10. **FILING PROTECTED MATERIAL**

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

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

14 The terms of this Order are applicable to information produced by a non- party in this
15 action and designated as “Confidential” or “Highly Confidential - Attorneys’ Eyes Only.” Such
16 information produced by non-parties in connection with this litigation is protected by the
17 remedies and relief provided by this Order. Nothing in these provisions should be construed as
18 prohibiting a non-party from seeking additional protections.

19 12. **FINAL DISPOSITION**

20 Unless otherwise ordered or agreed in writing by the Producing Party, within 60 days after
21 the final disposition of this action, each Receiving Party must return all Protected Material to the
22 Producing Party. As used in this subdivision, “all Protected Material” includes all copies,
23 abstracts, compilations, summaries or any other form of reproducing or capturing any of the
24 Protected Material. With permission in writing from the Designating Party, the Receiving Party
25 may destroy some or all of the Protected Material instead of returning it. Whether the Protected
26 Material is returned or destroyed, the Receiving Party must submit a written certification to the
27 Producing Party (and, if not the same person or entity, to the Designating Party) by the 60-day
28 deadline that identifies (by category, where appropriate) all the Protected Material that was

1 returned or destroyed and that affirms that the Receiving Party has not retained any copies,
2 abstracts, compilations, summaries or other forms of reproducing or capturing any of the
3 Protected Material. Notwithstanding this provision, Counsel are entitled to retain an archival
4 copy of all pleadings, motion papers, transcripts, legal memoranda, correspondence or attorney
5 work product, even if such materials contain Protected Material. Any such archival copies that
6 contain or constitute Protected Material remain subject to this Protective Order as set forth in
7 Section 4 (DURATION), above.

8 13. **MISCELLANEOUS**

9 13.1 **Right to Further Relief.** Nothing in this Order abridges the right of any
10 person to seek its modification by the Court in the future.

11 13.2 **Right to Assert Other Objections.** By stipulating to the entry of this
12 Protective Order no Party waives any right it otherwise would have to object to disclosing or
13 producing any information or item on any ground not addressed in this Stipulated Protective
14 Order. Similarly, no Party waives any right to object on any ground to use in evidence of any of
15 the material covered by this Protective Order.

16 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

17 Dated: September 23, 2010

ROPERS, MAJESKI, KOHN & BENTLEY

18 By: /s/ Michael J. Ioannou

MICHAEL J. IOANNOU

LITA M. VERRIER

Attorneys for Plaintiff

MAXIM INTEGRATED PRODUCTS,
INC.

22
23 Dated: September 23, 2010

KELLEY DRYE & WARREN LLP

24 By: /s/ Andrea L. Calvaruso

ANDREA L. CALVARUSO

Attorneys for Defendant (*Pro Hac Vice*)

ALTRONIX CORORATION

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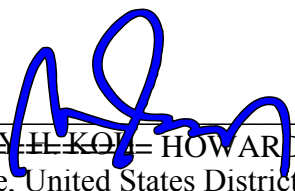
I, Michael J. Ioannou, am the ECF user whose identification and password are being used to file this stipulation. In compliance with General Order 45.X.B, I hereby attest that the other signatory has concurred in this filing.

Dated: September 23, 2010 ROPERS, MAJESKI, KOHN & BENTLEY

By: /s/ Michael J. Ioannou
MICHAEL J. IOANNOU
Attorneys for Plaintiff
MAXIM INTEGRATED PRODUCTS,
INC.

ORDER AS MODIFIED BY THE COURT,
PURSUANT TO THE ABOVE STIPULATION, IT IS SO ORDERED.
^

DATED: September 24, 2010



LUCY H. KOHN = HOWARD R. LLOYD
Magistrate Judge, United States District Court

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EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND BY PROTECTIVE ORDER

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 *Maxim Integrated Products, Inc. v.*
Altronix Corporation, Case No. CV-10-02524 LHK. 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.

Date: _____

Printed name: _____

Signature: _____