

1 Tod L. Gamlen, State Bar No. 83458
 Keith L. Wurster, State Bar No. 198918
 2 Matthew G. Allison (*Pro Hac Vice*)
BAKER & MCKENZIE LLP
 3 660 Hansen Way
 Palo Alto, CA 94304-1044
 4 Telephone: +1 650 856 2400
 Facsimile: +1 650 856 9299
 5 E-mail: tod.gamlen@bakermckenzie.com
 E-mail: keith.wurster@bakermckenzie.com
 6 E-mail: matthew.allison@bakermckenzie.com

ANDREW VALENTINE, Bar No. 162094
 andrew.valentine@dlapiper.com
 RAJIV DHARNIDHARKA, Bar No. 234756
 rajiv.dharnidharka@dlapiper.com
DLA PIPER LLP (US)
 2000 University Avenue
 East Palo Alto, CA 94303-2214
 Tel: 650.833.2000
 Fax: 650.833.2001

Attorneys for Plaintiff
 SIANO MOBILE SILICON, INC.,
 a Delaware corporation

7 Attorneys for Defendants named as:
 MAVCOM, INC., and INNOFIDEI, INC. (a
 8 Chinese corporation)

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

12 SIANO MOBILE SILICON, INC., a Delaware
 corporation,

13 Plaintiff,

14 v.

15 MAVCOM, INC., a California corporation,
 16 INNOFIDEI, INC., a Chinese corporation, a/k/a
 Mavcom, Inc., INNOFIDEI, INC., a California
 17 corporation, a/k/a Mavcom, Inc., ZHANG HUI
 a/k/a TOM ZHANG, STANLEY WANG a/k/a
 18 SHI CHANG WANG, and DOES 1-10,

19 Defendants.

Case No. 5:10-CV-04783-LHK (PSG)

STIPULATED PROTECTIVE ORDER

Judge: Hon. Paul S. Grewal

20
 21 This Stipulated Protective Order does not waive, and is without prejudice to, any
 22 party's right to bring a motion to dismiss pursuant to Rule 12 of the Federal Rule of Civil Procedure
 23 or to bring a motion to dismiss under the doctrine of *forum non conveniens*. See Section 14.

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 disclosure
 27 and from use for any purpose other than prosecuting this litigation may be warranted. Accordingly,
 28 the parties hereby stipulate to and petition the court to enter the following Stipulated Protective

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

8 2. DEFINITIONS

9 2.1 Challenging Party: a Party or Non-Party that challenges the designation of
10 information or items under this Order.

11 2.2 “CONFIDENTIAL” Information or Items: information (regardless of how it
12 is generated, stored or maintained) or tangible things that qualify for protection under Federal Rule
13 of Civil Procedure 26(c).

14 2.3 Counsel (without qualifier): Outside Counsel of Record and House Counsel
15 (as well as their support staff).

16 2.4 Designating Party: a Party or Non-Party that designates information or items
17 that it produces in disclosures or in responses to discovery as “CONFIDENTIAL” or “HIGHLY
18 CONFIDENTIAL – ATTORNEYS’ EYES ONLY”.

19 2.5 Disclosure or Discovery Material: all items or information, regardless of the
20 medium or manner in which it is generated, stored, or maintained (including, among other things,
21 testimony, transcripts, and tangible things), that are produced or generated in disclosures or
22 responses to discovery in this matter.

23 2.6 Expert: a person with specialized knowledge or experience in a matter
24 pertinent to the litigation who (1) has been retained by a Party or its counsel to serve as an expert
25 witness or as a consultant in this action, (2) is not a past or current employee of a Party or of a
26 Party’s competitor, and (3) at the time of retention, is not anticipated to become an employee of a
27 Party or of a Party’s competitor.

1 2.7 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” Information or
2 Items: extremely sensitive “Confidential Information or Items,” disclosure of which to another Party
3 or Non-Party would create a substantial risk of serious harm that could not be avoided by less
4 restrictive means.

5 2.8 House Counsel: attorneys who are employees of a party to this action. House
6 Counsel does not include Outside Counsel of Record or any other outside counsel.

7 2.9 Non-Party: any natural person, partnership, corporation, association, or other
8 legal entity not named as a Party to this action.

9 2.10 Outside Counsel of Record: attorneys who are not employees of a party to
10 this action but are retained to represent or advise a party to this action and have appeared in this
11 action on behalf of that party or are affiliated with a law firm which has appeared on behalf of that
12 party.

13 2.11 Party: any party to this action including all of its officers, directors,
14 employees, consultants, retained experts, and Outside Counsel of Record (and their support staffs).

15 2.12 Producing Party: a Party or Non-Party that produces Disclosure or Discovery
16 Material in this action.

17 2.13 Professional Vendors: persons or entities that provide litigation support
18 services (e.g., photocopying, videotaping, translating, preparing exhibits or demonstrations, and
19 organizing, storing, or retrieving data in any form or medium) and their employees and
20 subcontractors.

21 2.14 Protected Material: any Disclosure or Discovery Material that is designated
22 as “CONFIDENTIAL,” or as “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY.”

23 2.15 Receiving Party: a Party that receives Disclosure or Discovery Material from
24 a Producing Party.

25 3. SCOPE

26 The protections conferred by this Stipulation and Order cover not only Protected
27 Material (as defined above), but also (1) any information copied or extracted from Protected
28 Material; (2) all copies, excerpts, summaries, or compilations of Protected Material; and (3) any

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

10 4. DURATION

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

18 5. DESIGNATING PROTECTED MATERIAL

19 5.1 Exercise of Restraint and Care in Designating Material for Protection. Each
20 Party or Non-Party that designates information or items for protection under this Order must take
21 care to limit any such designation to specific material that qualifies under the appropriate standards.
22 To the extent it is practical to do so, the Designating Party must designate for protection only those
23 parts of material, documents, items, or oral or written communications that qualify – so that other
24 portions of the material, documents, items, or communications for which protection is not warranted
25 are not swept unjustifiably within the ambit of this Order.

26 Mass, indiscriminate, or routinized designations are prohibited. Designations that are
27 shown to be clearly unjustified or that have been made for an improper purpose (e.g., to
28 unnecessarily encumber or retard the case development process or to impose unnecessary expenses

1 and burdens on other parties) expose the Designating Party to sanctions.

2 If it comes to a Designating Party's attention that information or items that it
3 designated for protection do not qualify for protection at all or do not qualify for the level of
4 protection initially asserted, that Designating Party must promptly notify all other parties that it is
5 withdrawing the mistaken designation.

6 5.2 Manner and Timing of Designations. Disclosure or Discovery Material that
7 qualifies for protection under this Order shall be clearly so designated before the material is
8 disclosed or produced; however, as set forth in section 5.3, failure to so designate will not waive a
9 Party's ability to designate Disclosure or Discovery Material for protection.

10 Designation in conformity with this Order requires:

11 (a) for information in documentary form (e.g., paper or electronic documents, but
12 excluding transcripts of depositions or other pretrial or trial proceedings), that the Producing Party
13 affix the legend "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES
14 ONLY" to each page that contains protected material. If only a portion or portions of the material
15 on a page qualifies for protection, the Producing Party also must clearly identify the protected
16 portion(s) (e.g., by making appropriate markings in the margins) and must specify, for each portion,
17 the level of protection being asserted.

18 A Party or Non-Party that makes original documents or materials available for
19 inspection need not designate them for protection until after the inspecting Party has indicated which
20 material it would like copied and produced. During the inspection and before the designation, all of
21 the material made available for inspection shall be deemed "HIGHLY CONFIDENTIAL –
22 ATTORNEYS' EYES ONLY." After the inspecting Party has identified the documents it wants
23 copied and produced, the Producing Party must determine which documents, or portions thereof,
24 qualify for protection under this Order. Then, before producing the specified documents, the
25 Producing Party must affix the appropriate legend ("CONFIDENTIAL" or "HIGHLY
26 CONFIDENTIAL – ATTORNEYS' EYES ONLY") to each page that contains Protected Material.
27 If only a portion or portions of the material on a page qualifies for protection, the Producing Party
28 also must clearly identify the protected portion(s) (e.g., by making appropriate markings in the

1 margins) and must specify, for each portion, the level of protection being asserted.

2 (b) for testimony given in deposition or in other pretrial or trial proceedings, that
3 the Designating Party identify on the record, before the close of the deposition, hearing, or other
4 proceeding, all protected testimony and specify the level of protection being asserted. When it is
5 impractical to identify separately each portion of testimony that is entitled to protection and it
6 appears that substantial portions of the testimony may qualify for protection, the Designating Party
7 may invoke on the record (before the deposition, hearing, or other proceeding is concluded) a right
8 to have up to 21 days to identify the specific portions of the testimony as to which protection is
9 sought and to specify the level of protection being asserted. Only those portions of the testimony
10 that are appropriately designated for protection within the 21 days shall be covered by the provisions
11 of this Stipulated Protective Order. Alternatively, a Designating Party may specify, at the deposition
12 or up to 21 days afterwards if that period is properly invoked, that the entire transcript shall be
13 treated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY.”

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

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

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

7 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent failure
8 to designate qualified information or items does not, standing alone, waive the Designating Party’s
9 right to secure protection under this Order for such material. Upon timely correction of a
10 designation, the Receiving Party must make reasonable efforts to assure that the material is treated in
11 accordance with the provisions of this Order.

12 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

13 6.1 Timing of Challenges. Any Party or Non-Party may challenge a designation
14 of confidentiality at any time. Unless a prompt challenge to a Designating Party’s confidentiality
15 designation is necessary to avoid foreseeable, substantial unfairness, unnecessary economic burdens,
16 or a significant disruption or delay of the litigation, a Party does not waive its right to challenge a
17 confidentiality designation by electing not to mount a challenge promptly after the original
18 designation is disclosed.

19 6.2 Meet and Confer. The Challenging Party shall initiate the dispute resolution
20 process by providing written notice of each designation it is challenging and describing the basis for
21 each challenge. To avoid ambiguity as to whether a challenge has been made, the written notice
22 must recite that the challenge to confidentiality is being made in accordance with this specific
23 paragraph of the Protective Order. The parties shall attempt to resolve each challenge in good faith
24 and must begin the process by conferring directly (in voice to voice dialogue; other forms of
25 communication are not sufficient) within 14 days of the date of service of notice. In conferring, the
26 Challenging Party must explain the basis for its belief that the confidentiality designation was not
27 proper and must give the Designating Party an opportunity to review the designated material, to
28 reconsider the circumstances, and, if no change in designation is offered, to explain the basis for the

1 chosen designation. A Challenging Party may proceed to the next stage of the challenge process
2 only if it has engaged in this meet and confer process first or establishes that the Designating Party is
3 unwilling to participate in the meet and confer process in a timely manner.

4 6.3 Judicial Intervention. If the Parties cannot resolve a challenge without court
5 intervention, the Designating Party shall file and serve a motion to retain confidentiality under Civil
6 Local Rule 7 (and in compliance with Civil Local Rule 79-5, if applicable) within 21 days of the
7 initial notice of challenge or within 14 days of the parties agreeing that the meet and confer process
8 will not resolve their dispute, whichever is earlier. Each such motion must be accompanied by a
9 competent declaration affirming that the movant has complied with the meet and confer
10 requirements imposed in the preceding paragraph. Failure by the Designating Party to make such a
11 motion including the required declaration within 21 days (or 14 days, if applicable) shall
12 automatically waive the confidentiality designation for each challenged designation. In addition, the
13 Challenging Party may file a motion challenging a confidentiality designation at any time if there is
14 good cause for doing so, including a challenge to the designation of a deposition transcript or any
15 portions thereof. Any motion brought pursuant to this provision must be accompanied by a
16 competent declaration affirming that the movant has complied with the meet and confer
17 requirements imposed by the preceding paragraph.

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

25 7. ACCESS TO AND USE OF PROTECTED MATERIAL

26 7.1 Basic Principles. A Receiving Party may use Protected Material that is
27 disclosed or produced by another Party or by a Non-Party in connection with this case only for
28 prosecuting, defending, or attempting to settle this litigation. Such Protected Material may be

1 disclosed only to the categories of persons and under the conditions described in this Order. When
2 the litigation has been terminated, a Receiving Party must comply with the provisions of section 13
3 below (FINAL DISPOSITION).

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

6 7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless otherwise
7 ordered by the court or permitted in writing by the Designating Party, a Receiving Party may
8 disclose any information or item designated “CONFIDENTIAL” only to:

9 (a) the Receiving Party’s Outside Counsel of Record in this action, as well as
10 employees of said Outside Counsel of Record to whom it is reasonably necessary to disclose the
11 information for this litigation and who have signed the “Acknowledgment and Agreement to Be
12 Bound” that is attached hereto as Exhibit A;

13 (b) the officers, directors, and employees (including House Counsel) of the
14 Receiving Party to whom disclosure is reasonably necessary for this litigation and who have signed
15 the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

16 (c) Experts (as defined in this Order) of the Receiving Party to whom disclosure
17 is reasonably necessary for this litigation and who have signed the “Acknowledgment and
18 Agreement to Be Bound” (Exhibit A);

19 (d) the court and its personnel;

20 (e) court reporters and their staff, professional jury or trial consultants, and
21 Professional Vendors to whom disclosure is reasonably necessary for this litigation and who have
22 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

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

1 (g) the author or recipient of a document containing the information or a
2 custodian or other person who otherwise possessed or knew the information.

3 7.3 Disclosure of “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”
4 Information or Items. Unless otherwise ordered by the court or permitted in writing by the
5 Designating Party, a Receiving Party may disclose any information or item designated “HIGHLY
6 CONFIDENTIAL – ATTORNEYS’ EYES ONLY” only to:

7 (a) the Receiving Party’s Outside Counsel of Record in this action, as well as
8 employees of said Outside Counsel of Record to whom it is reasonably necessary to disclose the
9 information for this litigation and who have signed the “Acknowledgment and Agreement to Be
10 Bound” that is attached hereto as Exhibit A;

11 (b) Experts of the Receiving Party (1) to whom disclosure is reasonably necessary
12 for this litigation and (2) who have signed the “Acknowledgment and Agreement to Be Bound”
13 (Exhibit A);

14 (c) the court and its personnel;

15 (d) court reporters and their staff, professional jury or trial consultants, and
16 Professional Vendors to whom disclosure is reasonably necessary for this litigation and who have
17 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A); and

18 (e) the author or recipient of a document containing the information or a
19 custodian or other person who otherwise possessed or knew the information.

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

22 If a Party is served with a subpoena or a court order issued in other litigation that
23 compels disclosure of any information or items designated in this action as “CONFIDENTIAL” or
24 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” that Party must:

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

1 (b) promptly notify in writing the party who caused the subpoena or order to issue
2 in the other litigation that some or all of the material covered by the subpoena or order is subject to
3 this Protective Order. Such notification shall include a copy of this Stipulated Protective Order; and

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

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

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

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

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

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

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

4 3. make the information requested available for inspection by the Non-
5 Party.

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

14 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

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

22 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE
23 PROTECTED MATERIAL

24 When a Producing Party gives notice to Receiving Parties that certain inadvertently
25 produced material is subject to a claim of privilege or other protection, the obligations of the
26 Receiving Parties are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B). This provision
27 is not intended to modify whatever procedure may be established in an e-discovery order that
28 provides for production without prior privilege review. Pursuant to Federal Rule of Evidence 502(d)

1 and (e), insofar as the parties reach an agreement on the effect of disclosure of a communication or
2 information covered by the attorney-client privilege or work product protection, the parties may
3 incorporate their agreement in the stipulated protective order submitted to the court.

4 12. MISCELLANEOUS

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

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

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

23 13. FINAL DISPOSITION

24 Within 60 days after the final disposition of this action, as defined in paragraph 4,
25 each Receiving Party must return all Protected Material to the Producing Party or destroy such
26 material. As used in this subdivision, "all Protected Material" includes all copies, abstracts,
27 compilations, summaries, and any other format reproducing or capturing any of the Protected
28 Material. Whether the Protected Material is returned or destroyed, the Receiving Party must submit

1 a written certification to the Producing Party (and, if not the same person or entity, to the
2 Designating Party) by the 60 day deadline that (1) identifies (by category, where appropriate) all the
3 Protected Material that was returned or destroyed and (2) affirms that the Receiving Party has not
4 retained any copies, abstracts, compilations, summaries or any other format reproducing or capturing
5 any of the Protected Material. Notwithstanding this provision, Counsel are entitled to retain an
6 archival copy of all pleadings, motion papers, trial, deposition, and hearing transcripts, legal
7 memoranda, correspondence, deposition and trial exhibits, expert reports, attorney work product, and
8 consultant and expert work product, even if such materials contain Protected Material. Any such
9 archival copies that contain or constitute Protected Material remain subject to this Protective Order
10 as set forth in Section 4 (DURATION).

11 14. NO WAIVER OF POSITION

12 Entry into this Stipulated Protective Order shall not constitute a waiver of any Party's
13 objections to the appropriateness of any discovery sought by a Party. Siano further agrees and
14 acknowledges that Innofidei Beijing's stipulation to this Stipulated Protective Order through counsel
15 (or otherwise): (i) shall not be considered or construed in any manner to be a waiver of Innofidei
16 Beijing's arguments, contentions and positions that this Court lacks personal jurisdiction over said
17 Defendant; (ii) shall not be considered or construed in any manner to be a consent to this Court's
18 exercise of personal jurisdiction over said Defendant (or any Defendant); and (iii) shall not be
19 considered or construed in any manner to be a jurisdictional act within, or contact with, this judicial
20 District. Siano further agrees and acknowledges that Innofidei Beijing's arguments, contentions and
21 positions concerning personal jurisdiction are completely preserved and maintained. Siano further
22 agrees and acknowledges that stipulation to this Order through counsel (or otherwise) shall not be
23 considered or construed in any manner to be a waiver of any arguments, contentions or positions
24 taken by any Party in any of the motions filed or to be filed by any Party under Fed. R. Civ. P. 12,
25 pursuant to the doctrine of *forum non conveniens*, or otherwise, and, that all such arguments,
26 contentions and positions are completely preserved and maintained.

27 ///

28 ///

1 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

2 DATED: March 11, 2011

/s/ Rajiv Dharnidharka

Attorneys for Plaintiff Siano Mobile Silicon, Inc.

3

4 DATED: March 11, 2011

/s/ Matthew G. Allison

Attorneys for Defendants named as Innofidei, Inc.
(a Chinese corporation) and Mavcom, Inc.

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6 PURSUANT TO STIPULATION, IT IS SO ORDERED.

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DATED: March 14, 2011

Paul S. Grewal

Hon. Paul S. Grewal
United States Magistrate Judge

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1 EXHIBIT A

2 ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

3 I, _____ [print or type full name], of
4 _____ [print or type full address], declare under penalty of perjury that I have read in
5 its entirety and understand the Stipulated Protective Order that was issued by the United States
6 District Court for the Northern District of California on _____ in the case of Siano Mobile
7 Silicon, Inc. v. Mavcom, Inc., et al, Case No. 5:10-CV-04783-LHK (PSG). I agree to comply with
8 and to be bound by all the terms of this Stipulated Protective Order and I understand and
9 acknowledge that failure to so comply could expose me to sanctions and punishment in the nature of
10 contempt. I solemnly promise that I will not disclose in any manner any information or item that is
11 subject to this Stipulated Protective Order to any person or entity except in strict compliance with the
12 provisions of this Order.

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

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

20
21 Date: _____

22 City and State where sworn and signed: _____

23
24 Printed name: _____
25 [printed name]

26
27 Signature: _____
28 [signature]