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UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN JOSE DIVISION

SD-3C, LLC,

Plaintiff,

v.

BIWIN TECHNOLOGY LIMITED,
and

WINTEK ENTERPRISES LIMITED,

Defendants.

Case No. CV-12-00407 PSG

STIPULATED PROTECTIVE ORDER

1. PURPOSES AND LIMITATIONS

Disclosure and discovery activity in this action are likely to involve production of confidential, proprietary, or private information for which special protection from public disclosure and from use for any purpose other than prosecuting this litigation may be warranted. Accordingly, the parties hereby stipulate to and petition the Court to enter the following Stipulated Protective Order. The parties acknowledge that this Order does not confer blanket protections on all disclosures or responses to discovery and that the protection it affords from public disclosure and use extends only to the limited information or items that are entitled to confidential treatment under the applicable legal principles. The parties further acknowledge, as set forth in Section 12.3, below, that this Stipulated Protective Order does not entitle them to file

1 confidential information under seal; Civil Local Rule 79-5 and General Order 62 set forth the
2 procedures that must be followed and the standards that will be applied when a party seeks
3 permission from the Court to file material under seal.

4 2. DEFINITIONS

5 2.1 Challenging Party: a Party or Non-Party that challenges the designation of
6 information or items under this Order.

7 2.2 "CONFIDENTIAL" Information or Items: information (regardless of how it is
8 generated, stored or maintained) or tangible things that qualify for protection under Federal Rule
9 of Civil Procedure 26(c).

10 2.3 "HIGHLY CONFIDENTIAL" Information or Items: information (regardless of
11 how it is generated, stored or maintained) or tangible things, or any portion thereof, that any party
12 reasonably believes to contain or constitute trade secrets as defined in California Civil Code
13 §3426.1 et seq. or competitively sensitive non-public market or financial information, the
14 disclosure of which could be prejudicial and harmful to that Party if disclosed to the other Party
15 or Non-Party. This category of information does not include financial information that has
16 already been shared by the parties or which the parties were entitled to review pursuant to the
17 terms of the parties' prior agreements.

18 2.4 Counsel (without qualifier): Outside Counsel of Record and House Counsel (as
19 well as their support staff).

20 2.5 Designating Party: a Party or Non-Party that designates information or items that
21 it produces in disclosures or in responses to discovery as "CONFIDENTIAL" or "HIGHLY
22 CONFIDENTIAL."

23 2.6 Disclosure or Discovery Material: all items or information, regardless of the
24 medium or manner in which it is generated, stored, or maintained (including, among other things,
25 testimony, transcripts, and tangible things), that are produced or generated in disclosures or
26 responses to discovery in this matter.

1 2.7 Expert: a person with specialized knowledge or experience in a matter pertinent to
2 the litigation who has been retained by a Party or its counsel to serve as an expert witness or as a
3 consultant in this action.

4 2.8 House Counsel: attorneys who are employees of a party to this action. House
5 Counsel does not include Outside Counsel of Record or any other outside counsel.

6 2.9 Non-Party: any natural person, partnership, corporation, association, or other legal
7 entity not named as a Party to this action.

8 2.10 Outside Counsel of Record: attorneys who are not employees of a party to this
9 action but are retained to represent or advise a party to this action and have appeared in this action
10 on behalf of that party or are affiliated with a law firm which has appeared on behalf of that party.

11 2.11 Party: any party to this action, including all of its officers, directors, employees,
12 consultants, retained experts, and Outside Counsel of Record (and their support staffs).

13 2.12 Producing Party: a Party or Non-Party that produces Disclosure or Discovery
14 Material in this action.

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

19 2.14 Protected Material: any Disclosure or Discovery Material that is designated as
20 “CONFIDENTIAL” Or “HIGHLY CONFIDENTIAL.”

21 2.15 Receiving Party: a Party that receives Disclosure or Discovery Material from a
22 Producing Party.

23 3. SCOPE

24 The protections conferred by this Stipulation and Order cover not only Protected Material
25 (as defined above), but also (1) any information copied or extracted from Protected Material; (2)
26 all copies, excerpts, summaries, or compilations of Protected Material; and (3) any testimony,
27 conversations, or presentations by Parties or their Counsel that might reveal Protected Material.
28 However, the protections conferred by this Stipulation and Order do not cover the following

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

8 4. DURATION

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

16 5. DESIGNATING PROTECTED MATERIAL

17 5.1 Exercise of Restraint and Care in Designating Material for Protection. Each Party
18 or Non-Party that designates information or items for protection under this Order must take care
19 to limit any such designation to specific material that qualifies under the appropriate standards.
20 The Designating Party must designate for protection only those parts of material, documents,
21 items, or oral or written communications that qualify – so that other portions of the material,
22 documents, items, or communications for which protection is not warranted are not swept
23 unjustifiably within the ambit of this Order.

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

1 If it comes to a Designating Party's attention that information or items that it designated
2 for protection do not qualify for protection, that Designating Party must promptly notify all other
3 Parties that it is withdrawing the mistaken designation.

4 5.2 Manner and Timing of Designations. Except as otherwise provided in this Order
5 (see, e.g., second paragraph of section 5.2(a) below), or as otherwise stipulated or ordered,
6 Disclosure or Discovery Material that qualifies for protection under this Order must be clearly so
7 designated before the material is disclosed or produced.

8 Designation in conformity with this Order requires:

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

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

26 (b) for testimony given in deposition or in other pretrial or trial proceedings, that the
27 Designating Party identify on the record, before the close of the deposition, hearing, or other
28 proceeding, all protected testimony. If, during the course of a deposition, it reasonably appears

1 that the testimony will reveal “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL” information
2 about a Party, or that the examination will cover a document that has been designated as
3 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL,” counsel asserting the protection may
4 request that any individual present at the deposition who is not entitled under this Order to receive
5 or review “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL” information, respectively, leave
6 the deposition room only for the duration of the testimony that is designated as
7 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL.” The individual may return to the
8 deposition room once the testimony about “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL”
9 information has been completed. That deposition testimony shall be treated as
10 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL,” and that portion of the transcript shall be
11 separately bound.

12 (c) for information produced in some form other than documentary and for any other
13 tangible items, that the Producing Party affix in a prominent place on the exterior of the container
14 or containers in which the information or item is stored the legend “CONFIDENTIAL” or
15 “HIGHLY CONFIDENTIAL.” If only a portion or portions of the information or item warrant
16 protection, the Producing Party, to the extent practicable, shall identify the protected portion(s).

17 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent failure to
18 designate qualified information or items does not, standing alone, waive the Designating Party’s
19 right to secure protection under this Order for such material. Upon timely correction of a
20 designation, the Receiving Party must make reasonable efforts to assure that the material is
21 treated in accordance with the provisions of this Order.

22 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

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

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

17 6.3 Judicial Intervention. If the Parties cannot resolve a challenge without Court
18 intervention, the Parties shall contact chambers to request a telephone conference with the Court
19 to resolve the dispute. In preparation for that conference, the Parties shall submit to the Court
20 clerk a joint letter addressed to the Court, not to exceed five pages, that sets out the Parties'
21 respective positions in connection with the designation dispute. Counsel for the Designating
22 Party shall be responsible for submitting the joint letter.

23 The burden of persuasion in any such challenge proceeding shall be on the Designating
24 Party. Frivolous challenges, and those made for an improper purpose (e.g., to harass or impose
25 unnecessary expenses and burdens on other parties) may expose the Challenging Party to
26 sanctions. All parties shall continue to afford the material in question the level of protection to
27 which it is entitled under the Producing Party's designation until the Court rules on the challenge.
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1 7. ACCESS TO AND USE OF PROTECTED MATERIAL

2 7.1 Basic Principles. A Receiving Party may use Protected Material that is disclosed or
3 produced by another Party or by a Non-Party in connection with this case only for prosecuting,
4 defending, or attempting to settle this litigation. Such Protected Material may be disclosed only to
5 the categories of persons and under the conditions described in this Order. When the litigation has
6 been terminated, a Receiving Party must comply with the provisions of section 13 below (FINAL
7 DISPOSITION).

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

10 7.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless otherwise ordered
11 by the Court or permitted in writing by the Designating Party, a Receiving Party may disclose any
12 information or item designated "CONFIDENTIAL" only to:

13 (a) the Receiving Party's Outside Counsel of Record in this action, as well as
14 employees of said Outside Counsel of Record to whom it is reasonably necessary to disclose the
15 information for this litigation;

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

19 (c) Experts (as defined in this Order) of the Receiving Party to whom disclosure is
20 reasonably necessary for this litigation and who have signed the "Acknowledgment and
21 Agreement to Be Bound" (Exhibit A);

22 (d) the Court and its personnel;

23 (e) court reporters and their staff, professional jury or trial consultants, mock
24 jurors, and Professional Vendors to whom disclosure is reasonably necessary for this litigation
25 and who have signed the "Acknowledgment and Agreement to Be Bound" (Exhibit A);

26 (f) during their depositions, witnesses in the action to whom disclosure is
27 reasonably necessary and who have signed the "Acknowledgment and Agreement to Be Bound"
28 (Exhibit A), unless otherwise agreed by the Designating Party or ordered by the Court. Pages of

1 transcribed deposition testimony or exhibits to depositions that reveal Protected Material must be
2 separately bound by the court reporter and may not be disclosed to anyone except as permitted
3 under this Stipulated Protective Order.

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

6 7.3 Disclosure of "HIGHLY CONFIDENTIAL" Information or Items. Unless
7 otherwise ordered by the Court or permitted in writing by the Designating Party, a Receiving
8 Party may disclose any information or item designated "HIGHLY 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) Experts (as defined in this Order) of the Receiving Party to whom disclosure is
14 reasonably necessary for this litigation and who have signed the "Acknowledgment and
15 Agreement to Be Bound" (Exhibit A);

16 (c) the Court and its personnel;

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

20 (e) during their depositions, witnesses in the action to whom disclosure is
21 reasonably necessary and who have signed the "Acknowledgment and Agreement to Be Bound"
22 (Exhibit A), but only if disclosure to said witness has been agreed to by the Designating Party or
23 ordered by the Court. Pages of transcribed deposition testimony or exhibits to depositions that
24 reveal Protected Material must be separately bound by the court reporter and may not be
25 disclosed to anyone except as permitted under this Stipulated Protective Order.

26 (f) the author or recipient of a document containing the information or a custodian
27 or other person who otherwise possessed or knew the information.

1 7.4 Any persons receiving “CONFIDENTIAL” or ‘HIGHLY
2 CONFIDENTIAL” information or items shall not reveal or discuss such information or items to
3 or with any person who is not entitled to receive such information, except as set forth herein.

4 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN OTHER
5 LITIGATION

6 If a Party is served with a subpoena or a court order issued in other litigation that compels
7 disclosure of any information or items designated in this action as “CONFIDENTIAL” or
8 ‘HIGHLY CONFIDENTIAL” that Party must:

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

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

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

17 If the Designating Party timely seeks a protective order, the Party served with the
18 subpoena or court order shall not produce any information designated in this action as
19 “CONFIDENTIAL” or ‘HIGHLY CONFIDENTIAL” before a determination by the Court from
20 which the subpoena or order issued, unless the Party has obtained the Designating Party’s
21 permission. The Designating Party shall bear the burden and expense of seeking protection in that
22 Court of its confidential material – and nothing in these provisions should be construed as
23 authorizing or encouraging a Receiving Party in this action to disobey a lawful directive from
24 another Court.

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

27 (a) The terms of this Order are applicable to information produced by a Non-
28 Party in this action and designated as “CONFIDENTIAL” or ‘HIGHLY CONFIDENTIAL.”

1 Such information produced by Non-Parties in connection with this litigation is protected by the
2 remedies and relief provided by this Order. Nothing in these provisions should be construed as
3 prohibiting a Non-Party from seeking additional protections.

4 (b) In the event that a Party is required, by a valid discovery request, to
5 produce a Non-Party's confidential information in its possession, and the Party is subject to an
6 agreement with the Non-Party not to produce the Non-Party's confidential information, then the
7 Party shall:

- 8 (1) promptly notify in writing the Requesting Party and the Non-Party
9 that some or all of the information requested is subject to a
10 confidentiality agreement with a Non-Party;
- 11 (2) promptly provide the Non-Party with a copy of the Stipulated
12 Protective Order in this litigation, the relevant discovery request(s),
13 and a reasonably specific description of the information requested;
14 and
- 15 (3) make the information requested available for inspection by the
16 Non-Party.

17 (c) If the Non-Party fails to object or seek a protective order from this Court
18 within 14 days of receiving the notice and accompanying information, the Receiving Party may
19 produce the Non-Party's confidential information responsive to the discovery request. If the Non-
20 Party timely seeks a protective order, the Receiving Party shall not produce any information in its
21 possession or control that is subject to the confidentiality agreement with the Non-Party before a
22 determination by the Court.¹ Absent a court order to the contrary, the Non-Party shall bear the
23 burden and expense of seeking protection in this Court of its Protected Material.

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27 ¹ The purpose of this provision is to alert the interested parties to the existence of confidentiality
28 rights of a Non-Party and to afford the Non-Party an opportunity to protect its confidentiality
interests in this Court.

1 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

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

9 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE PROTECTED
10 MATERIAL

11 Inadvertent production of any document that a party or nonparty later claims should not
12 have been produced because of a privilege, including but not limited to the attorney-client
13 privilege or work product doctrine (“Inadvertently Produced Privileged Document”), will not be
14 deemed to waive any privilege. A party or nonparty may request the return of any Inadvertently
15 Produced Privileged Document. A request for the return of an Inadvertently Produced Privileged
16 Document shall identify the document inadvertently produced and the basis for withholding such
17 document from production. If a party or nonparty requests the return, pursuant to this paragraph,
18 of any Inadvertently Produced Privileged Document then in the custody of another party or
19 nonparty, such party or nonparty shall within 5 business days return to the requesting party or
20 nonparty the Inadvertently Produced Privileged Document and all copies thereof. The party
21 returning such material may then move the Court for an order compelling production of the
22 material, but that party shall not assert as a ground for entering such an order the fact or
23 circumstances of the inadvertent production.)

24 12. MISCELLANEOUS

25 12.1 Right to Further Relief. Nothing in this Order abridges the right of any person to
26 seek its modification by the Court in the future.

27 12.2 Right to Assert Other Objections. By stipulating to the entry of this Protective
28 Order no Party waives any right it otherwise would have to object to disclosing or producing any

1 information or item on any ground not addressed in this Stipulated Protective Order. Similarly, no
2 Party waives any right to object on any ground to use in evidence of any of the material covered
3 by this Protective Order.

4 12.3 Filing Protected Material. Without written permission from the Designating Party
5 or a court order secured after appropriate notice to all interested persons, a Party may not file in
6 the public record in this action any Protected Material. A Party that seeks to file under seal any
7 Protected Material must comply with Civil Local Rule 79-5 and General Order 62. Protected
8 Material may only be filed under seal pursuant to a court order authorizing the sealing of the
9 specific Protected Material at issue. Pursuant to Civil Local Rule 79-5 and General Order 62, a
10 sealing order will issue only upon a request establishing that the Protected Material at issue is
11 privileged, protectable as a trade secret, or otherwise entitled to protection under the law. If a
12 Receiving Party's request to file Protected Material under seal pursuant to Civil Local Rule 79-
13 5(d) and General Order 62 is denied by the Court, then the Receiving Party may file the
14 information in the public record pursuant to Civil Local Rule 79-5(e) unless otherwise instructed
15 by the Court.

16 13. FINAL DISPOSITION

17 Within 60 days after the final disposition of this action, as defined in paragraph 4, each
18 Receiving Party must return all Protected Material to the Producing Party or destroy such
19 material. As used in this subdivision, "all Protected Material" includes all copies, abstracts,
20 compilations, summaries, and any other format reproducing or capturing any of the Protected
21 Material. Whether the Protected Material is returned or destroyed, the Receiving Party must
22 submit a written certification to the Producing Party (and, if not the same person or entity, to the
23 Designating Party) by the 60 day deadline that (1) identifies (by category, where appropriate) all
24 the Protected Material that was returned or destroyed and (2) affirms that the Receiving Party has
25 not retained any copies, abstracts, compilations, summaries or any other format reproducing or
26 capturing any of the Protected Material. Notwithstanding this provision, Counsel are entitled to
27 retain an archival copy of all pleadings, motion papers, trial, deposition, and hearing transcripts,
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1 legal memoranda, correspondence, deposition and trial exhibits, expert reports, attorney work
2 product, and consultant and expert work product, even if such materials contain Protected
3 Material. Any such archival copies that contain or constitute Protected Material remain subject to
4 this Protective Order as set forth in Section 4 (DURATION).

5 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

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7 DATED: December 21, 2012

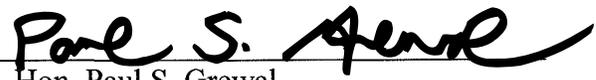
/s/ Jerrold Abeles
Attorneys for Plaintiff

8
9 DATED: December 21, 2012

/s/ Robert A. Weikert
Attorneys for Defendants

10 PURSUANT TO STIPULATION, IT IS SO ORDERED.

11
12 DATED: January 2, 2013


Hon. Paul S. Grewal
United States Magistrate Judge

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
5 in 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 _____ [date] in the case of *SD-3C,*
7 *LLC v. Biwin Technology Limited, et al.*, N.D. Cal. Case No. 12-0407-PSG. I agree to comply
8 with 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
10 of contempt. I solemnly promise that I will not disclose in any manner any information or item
11 that is subject to this Stipulated Protective Order to any person or entity except in strict
12 compliance with the provisions of this Order.

13 I further agree to submit to the jurisdiction of the United States District Court for
14 the Northern District of California for the purpose of enforcing the terms of this Stipulated
15 Protective 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
18 number] as my California agent for service of process in connection with this action or any
19 proceedings related to enforcement of this Stipulated Protective Order.

20
21 Date: _____

22 City and State where sworn and signed: _____

23 Printed name: _____
24 [printed name]

25 Signature: _____
26 [signature]