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UNITED STATES DISTRICT COURT
DISTRICT OF ARIZONA

TRIQUINT SEMICONDUCTOR, INC.,

Plaintiff and
Counterclaim Defendant,

v.

AVAGO TECHNOLOGIES LIMITED,
AVAGO TECHNOLOGIES U.S., INC., AND
AVAGO TECHNOLOGIES WIRELESS IP
(SINGAPORE) PTE.,

Defendants and
Counterclaim Plaintiffs.

Case No. CV 09-1531 PHX JAT

STIPULATED PROTECTIVE ORDER

Pursuant to Fed. R. Civ. P. 26(c), Plaintiff and Counterclaim Defendant TriQuint Semiconductor, Inc. (“TriQuint”) and Defendants and Counterclaim Plaintiffs Avago Technologies Limited, Avago Technologies U.S., Inc., and Avago Technologies Wireless IP (Singapore) Pte. (collectively, “Avago”) (as to each, a “Party”, and collectively, the “Parties”) have stipulated and agreed to the following Stipulated Protective Order (the “Protective Order”) to apply to information, documents and other things produced, served, or otherwise disclosed in this action (this “Litigation”). In addition, the Court finds **that the parties have alleged** that this action may involve trade secrets and other valuable research, development, commercial, financial, technical and/or proprietary information for which special protection from public disclosure and from use for any purpose other than prosecution of this action is warranted. Accordingly, to expedite the flow of information, to facilitate the prompt resolution of disputes over confidentiality of discovery materials, to adequately protect information the parties are entitled to keep

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confidential, and to ensure that the parties are permitted reasonable necessary uses of such materials in preparation for and in the conduct of trial,

IT IS ORDERED as follows:

1. **Scope.** This Protective Order governs the handling and treatment of all confidential, trade secret, or proprietary documents, materials and other information, including deposition testimony and deposition transcripts, that are produced, served, or provided in the course of pre-trial discovery and preparation in this Litigation, as well as any privileged information inadvertently produced in this Litigation.

2. **Calculation of time.** Time periods will be calculated in accordance with Rule 6 of the Federal Rules of Civil Procedure, as amended effective December 1, 2009.

3. **Definitions.** The following definitions apply in this Protective Order:

(a) **“Designated Material”** means any Discovery Material designated CONFIDENTIAL or HIGHLY CONFIDENTIAL – OUTSIDE COUNSEL ONLY under Section 6 below.

(b) **“Designating Party”** means any Party or Third Party that designates Designated Material CONFIDENTIAL or HIGHLY CONFIDENTIAL – OUTSIDE COUNSEL ONLY under Section 6 below.

(c) **“Discovery Material”** means any Document, material, item, testimony, or thing filed with or presented to the Court or produced, served, or generated during discovery in this Litigation, including, but not limited to, motion papers, exhibits, answers to interrogatories, responses to requests for admissions, responses to requests for production, subpoenas, declarations, affidavits, and deposition testimony or transcripts, and all copies, extracts, summaries, compilations, designations, and portions thereof.

(d) **“Document”** means any document, electronically stored information, or thing subject to production or inspection under Federal Rule of Civil Procedure 34.

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- (e) **“Expert”** means any consultant or expert—including the research assistants and support staff of any consultant or expert—retained by any Party or the counsel of any Party for any purpose in this Litigation. No employee, officer, or director of a Party, nor any consultant involved in product and/or process design or development for a Party, nor any owner of more than a two percent interest in a Party may be retained as an Expert.
- (f) **“Producing Party”** means any Party to this Litigation or any Third Party, including its counsel, retained experts, directors, officers, employees, or agents, that produces any Discovery Material.
- (g) **“Receiving Party”** means any Party to this Litigation or any Third Party, including its counsel, retained experts, directors, officers, employees, or agents, that receives any Discovery Material.
- (h) **“Third Party”** means any natural or legal person not a Party to this Litigation.
- (i) **“CONFIDENTIAL”** Material means material the Designating Party believes in good faith is not generally known to others, and which the Designating Party (i) would not normally reveal to third parties except in confidence or has undertaken with others to maintain in confidence, (ii) believes in good faith is protected by a right to privacy under federal or state law or any other applicable privilege or right related to confidentiality or privacy, or (iii) believes in good faith to constitute or to contain trade secrets or other confidential research, development, or commercial information. CONFIDENTIAL Material shall include all Material referring or relating to the foregoing, including but not limited to copies, summaries, and abstracts of the foregoing, and shall be designated as such in the manner described in Section 7 below.

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(j) **“HIGHLY CONFIDENTIAL – OUTSIDE COUNSEL ONLY”** Material means material meeting the requirements for CONFIDENTIAL Material, as set forth in the definition above, which the Designating Party reasonably believes contains such highly sensitive information that its disclosure to any employees of an opposing party would present a substantial risk of harm to the competitive position of the Designating Party. By way of non-limiting example, Material in one or more of the following categories may qualify for the **HIGHLY CONFIDENTIAL – OUTSIDE COUNSEL ONLY** designation: (i) non-public technical information, including schematic diagrams, proprietary manufacturing and engineering processes, engineering notebooks, unreleased specifications, research notes and materials, technical reference materials, and other nonpublic technical descriptions and/or depictions of the relevant technology; (ii) non-public damages-related information (e.g., the number of products sold, total dollar value of sales products, and profit margins); (iii) non-public financial information; (iv) customer lists; (v) strategic business and/or marketing plans; (vi) non-public price lists and/or pricing information; and (vii) information obtained from a non-party pursuant to a current Non-Disclosure Agreement (“NDA”).

(k) **HIGHLY CONFIDENTIAL – OUTSIDE COUNSEL ONLY** Material shall include all Material referring or relating to the foregoing, including but not limited to copies, summaries, and abstracts of the foregoing, and shall be designated as such in the manner described in Section 7 below.

4. Limits on use of Designated Material. Designated Material may be used only for purposes of the preparation and trial of this Litigation, for any related appellate proceeding, and for no other purpose, including, but not limited to, any commercial or business purpose.

1 **5. Dispute resolution.** Disputes arising in connection with the terms of this Protective
2 Order that require resolution by the Court will be addressed through the Court's joint
3 discovery dispute conference call procedure. No briefing is permitted unless requested by
4 the Court.

5 **6. Designation of Designated Material.** Any Party or Third Party may designate as
6 CONFIDENTIAL any Discovery Material, in whole or in part, that the Designating Party
7 believes qualifies as CONFIDENTIAL Material under the definition in 3(i) above. Any
8 Party or Third Party may designate as HIGHLY CONFIDENTIAL—OUTSIDE
9 COUNSEL ONLY any Discovery Material, in whole or in part, that the Designating
10 Party believes qualifies as HIGHLY CONFIDENTIAL—OUTSIDE COUNSEL ONLY
11 Material under the definition in 3(j) above. Designated Material designated
12 CONFIDENTIAL may be disclosed only to the individuals identified in Section 10 below
13 for the purposes listed in Section 4 above. Designated Material designated HIGHLY
14 CONFIDENTIAL--OUTSIDE COUNSEL ONLY may be disclosed only to the
15 individuals identified in Section 11 below for the purposes listed in Section 4 above. A
16 Designating Party may designate Designated Material at the time of delivery of the
17 Designated Material to a Receiving Party.

18 **7. Means of designating Designated Material.** Parties will identify Designated Material,
19 if reasonably possible, by stamping or otherwise endorsing the words CONFIDENTIAL—
20 SUBJECT TO PROTECTIVE ORDER or HIGHLY CONFIDENTIAL—OUTSIDE
21 COUNSEL ONLY—SUBJECT TO PROTECTIVE ORDER on each page or image of the
22 Designated Material. Interrogatories or responses to interrogatories, other discovery
23 requests and responses or court submissions should be designated as CONFIDENTIAL or
24 HIGHLY CONFIDENTIAL—OUTSIDE COUNSEL ONLY to the extent that they
25 contain Designated Material. All Designated Material that is either (1) not reduced to
26 documentary or tangible form or (2) not reasonably susceptible to designation by stamping
27 or endorsement, such as documents produced in native format, should be designated by (1)
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1 informing the Receiving Party of such designation in writing simultaneously with
2 production of the Designated Material and (2) labeling production disks or other containers
3 for such Designated Material with the appropriate legend.

4 **8. Inadvertent failure to designate.** Inadvertent failure to designate Discovery Material
5 as CONFIDENTIAL or HIGHLY CONFIDENTIAL—OUTSIDE COUNSEL ONLY as
6 set forth in Paragraph 7 above does not operate as a waiver of any claim that the Discovery
7 Material is entitled to protection under this Protective Order, *provided that* the Producing
8 Party notifies all Receiving Parties that such Discovery Material is CONFIDENTIAL or
9 HIGHLY CONFIDENTIAL—OUTSIDE COUNSEL ONLY within ten (10) days of the
10 Producing Party's discovery of the failure to designate. Within ten (10) days of such a
11 discovery, any Producing Party may designate Discovery Material as CONFIDENTIAL or
12 HIGHLY CONFIDENTIAL—OUTSIDE COUNSEL ONLY, with the effect that the
13 Discovery Material thereafter will be subject to the protections of this Protective Order as if
14 the desired designation originally had been made, by informing the Receiving Party, in
15 writing, of that designation and simultaneously producing to the Receiving Party copies of
16 the Designated Material designated using one of the means described in Paragraph 7 above.
17 In the event that a Party designates previously undesignated material under this Paragraph,
18 each Receiving Party promptly must: (i) take reasonable steps to retrieve that Designated
19 Material, including any summaries and/or notes related to that Designated Material, to the
20 extent it has been disclosed to persons who would not be authorized to view it under
21 Paragraphs 10 or 11 below; and (ii) destroy any unmarked copies of that Designated
22 Material within ten (10) days of receiving a designation under this Paragraph.

23 **9. Designation of deposition transcripts.** Any Party or Third Party may designate any
24 deposition transcript, in whole or in part, as CONFIDENTIAL or HIGHLY
25 CONFIDENTIAL—OUTSIDE COUNSEL ONLY by so stating on the record or by giving
26 notice in writing to the other Parties and Third Parties within ten (10) days of receipt of the
27 deposition transcript, prior to which time all deposition transcripts will be treated as
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1 CONFIDENTIAL or HIGHLY CONFIDENTIAL—OUTSIDE COUNSEL ONLY in their
2 entirety. Whenever a Party or Third Party expects to designate deposition testimony as
3 CONFIDENTIAL or HIGHLY CONFIDENTIAL—OUTSIDE COUNSEL ONLY, that
4 Party will have the right to exclude from attendance at the deposition every person except
5 the deponent, the stenographer, the videographer, and those individuals authorized under
6 Paragraphs 10 or 11 below to receive the Designated Material. If a deposition is
7 videotaped, the original and all copies of the videotape must be marked to indicate that the
8 contents of the videotape are subject to the Protective Order, substantially as set forth
9 below:

10 This videotape contains confidential testimony used in this
11 Litigation and is not to be viewed or the contents thereof to be
12 displayed or revealed except by order of the Court, or
13 pursuant to written stipulation of the Parties.

14 Only persons to whom Designated Material may be disclosed under Paragraph 10 below
15 may be present in a deposition for testimony relating to material designated
16 CONFIDENTIAL. Only persons to whom Designated Material may be disclosed under
17 Paragraph 11 below may be present in a deposition for testimony relating to material
18 designated HIGHLY CONFIDENTIAL—OUTSIDE COUNSEL ONLY.

19 **10. Disclosure of Material Designated CONFIDENTIAL.** Material designated
20 CONFIDENTIAL and information obtained from such material may be disclosed only to
21 the following persons:

- 22 (a) the Receiving Party's outside counsel of record in this Litigation and
23 members, associates, and employees of the firms of counsel of record for the
24 Parties, except any attorney, agent or technical specialist that is involved in
25 the drafting or prosecution of patent applications relating to bulk acoustic
26 wave (BAW) devices or filters (this provision is not to be interpreted to bar
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- outside counsel of record in this litigation from participating in any re-examination proceedings involving any of the opposing party's patents);
- (b) judges, magistrate judges, law clerks, court reporters, and clerical personnel of any Court that hears matters related to this Litigation;
 - (c) Experts, as defined in Paragraph 3(e) above, but only after compliance with the terms of Paragraph 13 below;
 - (d) independent stenographic personnel, court reporters, videographers, imaging providers, database service providers, or photocopying service providers retained or employed by a Receiving Party in this Litigation;
 - (e) independent graphics or demonstrative services providing services to a Receiving Party in this Litigation;
 - (f) authors, drafters, addressees, recipients, or custodians of particular Designated Material whose identity is disclosed in or otherwise discernible from that Designated Material or information regarding that Designated Material, but only during deposition, trial or other hearing in this Litigation;
 - (g) anyone who received particular Designated Material before this Litigation commenced; or
 - (h) anyone who received particular Designated Material during this Litigation provided that they obtained the Designated Material in accordance with this Protective Order;
 - (i) the Receiving Party's trial consulting services for this Litigation;
 - (j) persons who have been retained by the Receiving Party to provide translation or interpretation from one language to another;
 - (k) any other person to whom the Producing Party agrees beforehand, in writing, that disclosure may be made;
 - (l) any person by order of the Court permitting such disclosure; and

1 (m) for each Party, one designated in-house attorney who has responsibility for
2 supervising this Litigation. The designated in-house attorneys for each Party
3 are:

4 For TriQuint: Joseph Pugh; and

5 For Avago: Floyd E. Anderson

6 **11. Disclosure of Material Designated HIGHLY CONFIDENTIAL—OUTSIDE**
7 **COUNSEL ONLY.** Material designated HIGHLY CONFIDENTIAL—OUTSIDE
8 COUNSEL ONLY and information obtained from such material may be disclosed only to
9 the following persons:

- 10 (a) the Receiving Party's outside counsel of record in this Litigation and
11 members, associates, and employees of the firms of counsel of record for the
12 Parties, except any attorney, agent or technical specialist that is involved in
13 the drafting or prosecution of patent applications relating to bulk acoustic
14 wave (BAW) devices or filters (this provision is not to be interpreted to bar
15 outside counsel of record in this litigation from participating in any re-
16 examination proceedings involving any of the opposing party's patents);
- 17 (b) judges, magistrate judges, law clerks, court reporters, and clerical personnel
18 of any Court that hears matters related to this Litigation;
- 19 (c) Experts, as defined in Paragraph 3(e) above, but only after compliance with
20 the terms of Paragraph 13;
- 21 (d) independent stenographic personnel, court reporters, videographers, imaging
22 providers, database service providers, or photocopying service providers
23 retained or employed by a Receiving Party in this Litigation;
- 24 (e) independent graphics or demonstrative services providing services to a
25 Receiving Party in this Litigation;
- 26 (f) authors, drafters, addressees, recipients, or custodians of particular
27 Designated Material whose identity is disclosed in or otherwise discernible
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- from that Designated Material or information regarding that Designated Material, but only during deposition, trial or other hearing in this Litigation;
- (g) anyone who received particular Designated Material before this Litigation commenced; or
 - (h) anyone who received particular Designated Material during this Litigation provided that they obtained the Designated Material in accordance with this Protective Order;
 - (i) the Receiving Party's trial consulting services for this Litigation;
 - (j) persons who have been retained by the Receiving Party to provide translation or interpretation from one language to another;
 - (k) any other person to whom the Producing Party agrees beforehand, in writing, that disclosure may be made;
 - (l) any person by order of the Court permitting such disclosure.

12. Additional restrictions on access to source code. Access to sensitive source code shall be provided under the HIGHLY CONFIDENTIAL--OUTSIDE COUNSEL ONLY designation only and shall be subject to the following additional restrictions:

- (a) Such code shall be provided on a stand-alone computer (i.e., not connected to a network or the Internet) in a secure location at the offices of the Producing Party's counsel. The Producing Party shall provide access to this stand-alone computer during regular business hours on reasonable notice.
- (b) The Producing Party shall produce such code in computer-searchable format, such as computer-searchable PDFs, sufficient to allow a user to search and view the code.
- (c) At the request of the Receiving Party, the Producing Party must provide paper copies of reasonable portions of the code at the time of inspection by the Receiving Party, which outside counsel for the Receiving Party may take when completing an inspection. The paper copies must be kept in a

1 secured location at the offices of the Receiving Party's outside counsel at
2 all times. No additional copies of such code may be made except as
3 provided in subsections (d) and (e) below.

4 (d) A Receiving Party that wants to use any code at a deposition may, no
5 earlier than 24 hours prior to any such deposition, make only as many
6 copies, and only of the specific pages, as the Receiving Party intends to
7 actually use at the deposition. At the conclusion of the deposition, the
8 Producing Party will collect each copy of the code and will retain the
9 original of any such exhibit, which shall not be appended to the transcript
10 of the deposition.

11 (e) A Receiving Party that wants to file or otherwise submit any code to the
12 Court in connection with a filing may, no earlier than 24 hours prior to the
13 relevant filing, make only as many copies, and only of the specific pages as
14 needed, for submission to the Court; **however, nothing in this Order shall**
15 **be construed as granting any party advance leave to file any document**
16 **under seal. See Local Rule Civil 5.6. If a party seeks to file a**
17 **document under seal, such party must follow the procedures outlined**
18 **in paragraph 15 below.**

19 (f) Outside counsel for the Receiving Party shall maintain a complete log of
20 Bates-numbered pages of code printed and shall produce such log at the
21 time its first expert reports are delivered. For security purposes, this log
22 must be produced to the Producing Party regardless of any other stipulation
23 limiting expert discovery. Further, the log will be supplemented with each
24 new expert report and ten (10) days after trial. Paper copies shall include
25 Bates numbers and HIGHLY CONFIDENTIAL--OUTSIDE COUNSEL ONLY
26 labels when printed, but the Producing Party shall not undertake any effort
27 to track or otherwise determine which pages of code have been printed.
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1 **13. Identification and opportunity to object to Experts.**

- 2 (a) Unless otherwise ordered by the Court or agreed in writing by the
- 3 Designating Party, a Party that seeks to disclose to an “Expert” (as defined in
- 4 Paragraph 3(e) above) any Designated Material first must make a written
- 5 request to the Designating Party that (1) sets forth the full name of the
- 6 Expert and the city and state of his or her primary residence; (2) attaches a
- 7 copy of the Expert’s current resume or curriculum vitae; (3) identifies the
- 8 Expert’s current employer(s) and any relationship between the Expert and the
- 9 Party; (4) to the extent available and that it can be done without violating the
- 10 Expert’s confidentiality obligations to Third Parties, identifies each person or
- 11 entity from whom the Expert has received compensation for work in his or
- 12 her areas of expertise or to whom the expert has provided professional
- 13 services at any time during the preceding ten (10) years; (5) identifies (by
- 14 name and case number, filing date, and location of court or tribunal) any
- 15 litigation or arbitration in connection with which the Expert has provided any
- 16 professional services during the preceding ten (10) years; and (6) attaches an
- 17 executed copy of the “Acknowledgement of Stipulated Protective Order”
- 18 attached to this Protective Order as Exhibit A.
- 19 (b) A Party that makes a request and provides the information specified in
- 20 Paragraph 13(a) above may disclose Designated Material to the identified
- 21 Expert unless, within ten (10) days of delivering the request, the Party
- 22 receives a written objection from the Designating Party. Any such objection
- 23 must set forth in detail the grounds on which it is based.
- 24 (c) If a Producing Party objects and that objection is not resolved by agreement
- 25 of the Parties, the Producing Party must, within ten (10) days after failing to
- 26 reach agreement, apply to the Court for an order preventing disclosure, using
- 27 the joint discovery dispute process of Paragraph 5 above. No disclosure of
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1 Designated Material to an Expert as to whom an objection has been made
2 may occur until the objection is resolved in favor of making the proposed
3 disclosure. Failure to object or apply to the Court within the time period set
4 forth above operates as consent to the proposed disclosure as set forth in the
5 notification.

6 **14. Reasonable protection of Designated Material.** Counsel for the Parties must employ
7 reasonable protective measures to ensure that the information and documents governed by
8 this Protective Order are used only for purposes permitted under this Protective Order, and
9 disclosed only to persons authorized by this Protective Order. All Designated Material
10 must be kept in a secure manner by each Receiving Party and by those who are authorized
11 to receive Designated Material.

12 **15. Designated Material presented to the Court. Nothing in this order shall be**
13 **construed as automatically permitting a party to file under seal. Before any party**
14 **files any document under seal such party shall seek leave of Court and shall show**
15 **“compelling reasons” (dispositive motion) or “good cause” (non-dispositive motion)**
16 **for filing under seal. See *Kamakana v. City and County of Honolulu*, 447 F.3d 1172,**
17 **1179-80 (9th Cir. 2006). Additionally, such party seeking to file under seal shall,**
18 **within the applicable deadline, file a redacted, unsealed version of any motion,**
19 **response or reply if such party is waiting for a ruling from the Court on filing an**
20 **unredacted, sealed version of the same document.¹ Further, no portion of the trial**
21 **of the matter shall be conducted under seal.**

22 **16. Potential legally compelled disclosure of Designated Material.** If a Receiving Party
23 that has obtained Designated Material pursuant to this Protective Order: (a) is subpoenaed

24 ¹ The Court notes that in the event a party wants to use the other party's
25 confidential designations to support or oppose a motion, the provisions of this
26 paragraph would shift the burden to that party to make the “compelling reasons”
27 showing, which is inconsistent with the case cited. In the event a party anticipates
28 this scenario arising, the party wishing to use the confidential information shall
initiate a discovery dispute conference call consistent with the terms of this Court's
Rule 16 Scheduling Order at least two weeks before the filing in which they wish to
reference the documents is due.

1 in another proceeding; (b) is served with a discovery request in another action to which it is
2 a party; or (c) is served with any other legal process by any person or entity not a Party to
3 this Litigation, for the purpose of obtaining the disclosure of such Designated Material, that
4 Receiving Party must give timely written notice of its receipt of such subpoena, demand or
5 legal process to counsel of record for the Parties and any applicable Third Party so as to
6 allow any Party or applicable Third Party at least ten (10) days, or such lesser time as such
7 subpoena, demand or legal process specifies for production, to intervene to prevent
8 disclosure of the Designated Material. Provided that such notice is given, nothing herein
9 requires any person or entity subject to this Protective Order to object to, challenge, or
10 appeal any order requiring production of any Designated Material, or to subject itself to
11 any penalties for noncompliance with any subpoena, discovery request, or legal process, or
12 to seek any relief from any Court.

13 **17. No restrictions of disclosure or use of own Designated Material.** Nothing herein
14 restricts in any manner any Party's disclosure or use of its own Designated Material.

15 **18. Notice of unauthorized disclosure of Designated Material.** In the event that any
16 Designated Material is disclosed to someone not authorized to receive such material under
17 this Protective Order, or if a person so authorized breaches any of his or her obligations
18 under this Protective Order, counsel of record for the Receiving Party that disclosed
19 Designated Material must immediately disclose the unauthorized disclosure or breach to
20 the Producing Party's counsel in writing, and also must use best efforts to obtain the return
21 or destruction of all copies of the Designated Material and to prevent any further disclosure
22 of the same.

23 **19. Objections to designations.** If a Receiving Party objects to the designation of any
24 Discovery Material, the Party so objecting may state the objection in writing to counsel of
25 record for the Designating Party, with copies to all Parties' counsel in this Litigation. After
26 providing this notice of objection, the Parties (and if the Designating Party is a Third Party,
27 such Third Party or its counsel) must confer within seven (7) days in an attempt to resolve
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1 the dispute over the designation of the Designated Material. If the Parties (and/or Third
2 Parties, if applicable) are unable to resolve the dispute, the Receiving Party may within an
3 additional seven (7) days move the Court to remove or downgrade the designation, using
4 the joint discovery dispute process of Paragraph 5 above. Until the Court rules on the
5 merits of the dispute, the Designated Material to which objection has been made must be
6 treated by each Receiving Party as designated.

7 **20. No prejudice to request for *in camera* treatment. Using the discovery dispute**
8 **process discussed in paragraph 5 above, the parties may move the Court to review**
9 **certain documents in camera. The parties must use the discovery dispute process**
10 **even if they stipulate that the Court should review the documents in camera.**

11 **21. No applicability to clean-source information.** None of the provisions of this
12 Protective Order apply to the following categories of information, documents and/or things,
13 and any Receiving Party may apply to remove any designation from Designated Material
14 based upon a showing that such documents or information have been:

- 15 (a) available to the public prior to their production in this Litigation;
16 (b) available to the public after the time of their production through no
17 unauthorized act, or failure to act, on behalf of the Receiving Party, its
18 counsel, representatives or Experts;
19 (c) known to the Receiving Party or shown to have been independently
20 discovered by the Receiving Party prior to their production herein;
21 (d) obtained outside of this Litigation by the Receiving Party from the Producing
22 Party without having been designated as CONFIDENTIAL or HIGHLY
23 CONFIDENTIAL—OUTSIDE COUNSEL ONLY; provided, however, that
24 this provision does not negate any pre-existing obligation of confidentiality;
25 (e) obtained by the Receiving Party from a Third Party having the right to
26 disclose the same; or
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- 1 (f) previously produced, disclosed, and/or provided by the Producing Party to
2 the Receiving Party or a Third Party without obligation of confidentiality and
3 not by inadvertence or mistake.

4 **22. Final disposition.** Upon final termination of this Litigation, and exhaustion of all
5 avenues of appeal, each Receiving Party must either (1) assemble and return to the
6 appropriate Producing Party or (2) destroy, and subsequently certify to the Producing Party
7 destruction of, all Designated Material (except attorney work product) and all copies
8 thereof. Notwithstanding this provision, counsel are entitled to retain an archival copy of
9 all pleadings, motion papers (including exhibits), transcripts, deposition exhibits, hearing
10 exhibits, trial exhibits, legal memoranda, correspondence, or attorney work product, even if
11 such materials contain Designated Material. Counsel are also entitled to retain electronic
12 copies of Designated Material created through the routine, good-faith operation of
13 counsel's standard archival and backup procedures. Any such archival copies that contain
14 or constitute Designated Material remain subject to this Protective Order as set forth in
15 Paragraph 32 below.

16 **23. Nondisclosure of Expert drafts.**

- 17 (a) Experts shall not be subject to discovery of any draft of their reports,
18 affidavits, declarations or witness statements in this matter.
- 19 (b) Conversations or communications between any Expert and counsel shall not
20 be subject to discovery unless the conversations or communications are
21 actually relied upon by such Expert in formulating opinions that are
22 presented in reports or testimony in this matter.
- 23 (c) Any correspondence or memoranda between any Expert and counsel shall
24 not be subject to discovery unless the correspondence or memoranda are
25 actually relied upon by such expert in formulating opinions that are presented
26 in reports or testimony in this matter.
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1 (d) Any notes taken or writings made by any Expert shall not be subject to
2 discovery unless the notes or writings are actually relied upon by such Expert
3 in formulating opinions that are presented in reports or testimony in this
4 matter.

5 (e) No discovery can be taken from any Expert who does not testify except to
6 the extent that such non-testifying Expert has provided information,
7 opinions, or other materials to a testifying Expert, who then relies on such
8 information, opinions, or other materials in formulating opinions that are
9 presented in reports or testimony in this matter.

10 **24. Non-waiver of attorney-client privilege, work-product doctrine, and other**
11 **applicable privileges and immunities.** The Parties and their counsel will take reasonable
12 steps to identify and prevent disclosure of information protected by the attorney-client
13 privilege, work-product doctrine, or any other privilege or immunity (“Privileged
14 Material”) prior to the disclosure of any such information to any Receiving Party.

15 (a) If, however, a Producing Party discovers the disclosure of Privileged
16 Material, that Producing Party may, within ten (10) days of such discovery:

17 (1) request, in writing, that the Privileged Material be returned or destroyed;

18 and

19 (2) provide the information required by Federal Rule of Civil Procedure
20 26(b)(5)(A) regarding the basis of the Producing Party’s assertion that the
21 Privileged Material is, in fact, privileged or otherwise immune from
22 discovery (collectively, a “Clawback Request”).

23 (b) Because each Party will take reasonable steps to identify and prevent
24 disclosure of Privileged Material, any disclosure of Privileged Material will
25 be presumed to be inadvertent.
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- (c) If a Producing Party makes a Clawback Request, no Receiving Party may thereafter contend that the disclosure operated as a waiver of any privilege or immunity that might attach to the Privileged Material.
- (d) Within five (5) days of the Receiving Party’s receipt of a Producing Party’s Clawback Request, the Receiving Party must:
 - (1) return or destroy the inadvertently produced Privileged Material identified in the Clawback Request (“Clawback Material”) and any copies and derivations it has; and
 - (2) certify, in writing, that it has returned or destroyed all Clawback Material and any copies and derivations it had.
- (e) The cost, if any, of returning or destroying Clawback Material will be borne by the Producing Party.
- (f) The Receiving Party, after having certified that it has returned or destroyed Clawback Material, may seek production of that Clawback Material under the Federal Rules of Civil Procedure, but disclosure of Clawback Material (i) does not operate as a waiver of the attorney-client privilege, work-product doctrine, or any other privilege or immunity and (ii) may not be used as evidence that any disclosure of the Clawback Material was not inadvertent.
- (g) The Receiving Party may not, under any circumstances, use or disclose any information regarding or derived from Clawback Material in this Litigation, including in support of any motion or other request for production of Clawback Material by, for example, presenting some or all of the Clawback Material to the Court under seal for a determination of the claim of privilege.

25. No effect on ethical duties relating to Privileged Material. Nothing in this Protective Order affects the ethical obligations of any Receiving Party in the event that the Receiving Party identifies Discovery Material that may be subject to a claim of protection

1 under the attorney-client privilege, work-product doctrine, or any other privilege or
2 immunity.

3 **26. No prejudice to any Party's rights under Federal Rule of Evidence 502 and other**
4 **applicable law.** Nothing in this Protective Order affects any right of any Party to argue
5 under Federal Rule of Evidence 502 or any other applicable law that any disclosure of
6 Privileged Material did not operate as a waiver.

7 **27. Amendment of this Protective Order.** Nothing herein prevents a Party from seeking
8 to amend the terms of this Protective Order.

9 **28. No effect on admissibility.** Nothing in this Protective Order affects the evidentiary
10 admissibility of any Discovery Material in this Litigation. The designation of Discovery
11 Material under this Protective Order will not, for that reason alone, bar its introduction or
12 use at any court proceeding related to this Litigation under such terms and conditions as the
13 Court may deem appropriate, consistent with the need for a complete and accurate record
14 of the proceedings; provided, however, that every effort will be made, through the use of
15 procedures agreed upon by the Parties or otherwise, to preserve the confidentiality of
16 Designated Material.

17 **29. No effect on duty to counsel clients.** Nothing in this Protective Order restricts any
18 counsel from advising any Party regarding this Litigation and, in the course of giving such
19 advice, relying on Designated Material, provided that, in rendering such advice and
20 otherwise communicating with any Party that is a client, counsel must not disclose any
21 Designated Material, nor the source of any Designated Material, to anyone not authorized
22 to receive such Designated Material under this Protective Order.

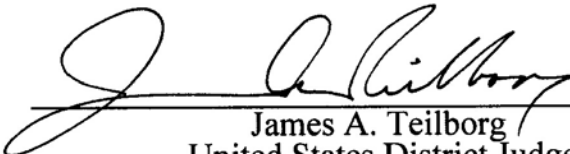
23 **30. No contractual effect.** To the extent the Parties have agreed on the terms of this
24 Protective Order, such stipulation is for the Court's consideration and approval as a
25 Protective Order. The Parties' stipulation does not create a contract between the Parties or
26 among the Parties and their respective counsel.

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31. Effective date. On entry by the Court, this Protective Order will be binding on the Parties and their respective counsel, successors, assigns, subsidiaries, divisions, and employees, effective as of the date of its execution.

32. Survival of obligations. Duties under this Protective Order will survive final resolution of this Litigation. Persons and entities subject to this Protective Order will remain subject to the confidentiality obligations of this Protective Order until the Producing Party agrees otherwise in writing or this Court (or any other Court of competent jurisdiction) orders otherwise. This Court will retain jurisdiction for the purpose of enforcing the terms of this Protective Order.

Dated this 19th day of March, 2010.



James A. Teilborg
United States District Judge

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**UNITED STATES DISTRICT COURT
DISTRICT OF ARIZONA**

TRIQUINT SEMICONDUCTOR, INC., <p style="text-align: center;">Plaintiff and Counterclaim Defendant,</p> <p style="text-align: center;">v.</p> AVAGO TECHNOLOGIES LIMITED, AVAGO TECHNOLOGIES U.S., INC., AND AVAGO TECHNOLOGIES WIRELESS IP (SINGAPORE) PTE. <p style="text-align: center;">Defendants and Counterclaim Plaintiffs.</p>		Case No. CV 09-1531 PHX JAT
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ACKNOWLEDGEMENT OF STIPULATED PROTECTIVE ORDER

1. My name is _____.
2. I live at _____.
3. I am employed as _____ (state position) by

 _____ (state name, address and telephone number of employer).
4. I am aware that the parties have entered into a Stipulated Protective Order (the “Protective Order”) in the above-captioned action in the United States District Court for the District of Arizona. A copy of the Protective Order has been given to me. I have carefully read and understand it.
5. I promise and agree that documents and information designated as CONFIDENTIAL or HIGHLY CONFIDENTIAL—OUTSIDE COUNSEL ONLY under the Protective Order will be used by me only under and in accordance with the terms of the Protective Order.

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- 6. I promise and agree that I will not disclose or discuss CONFIDENTIAL information or documents with any person other than those persons specifically listed in the Protective Order and under the procedures therein specified.
- 7. I promise and agree that I will not disclose or discuss HIGHLY CONFIDENTIAL—OUTSIDE COUNSEL ONLY information or documents with any person other than those persons specifically listed in the Protective Order and under the procedures therein specified.
- 8. I promise and agree that I will use CONFIDENTIAL and HIGHLY CONFIDENTIAL—OUTSIDE COUNSEL ONLY information solely for the purposes of the above-captioned action.
- 8. I promise and agree not to disclose any CONFIDENTIAL or HIGHLY CONFIDENTIAL—OUTSIDE COUNSEL ONLY information to any other person, firm or concern in violation of the terms of the Protective Order and that I will not use any CONFIDENTIAL or HIGHLY CONFIDENTIAL—OUTSIDE COUNSEL ONLY information, directly or indirectly, in competition with the party that disclosed it nor will I allow any other person to do so.
- 9. I understand that any use or disclosure of CONFIDENTIAL or HIGHLY CONFIDENTIAL—OUTSIDE COUNSEL ONLY information or documents or any portions or summaries thereof, or any information obtained therefrom, in any manner contrary to the provisions of the Protective Order, may subject me to personal liability and the sanctions of the Court.
- 10. I agree to submit to the jurisdiction of the United States District Court for the District of Arizona for purposes of enforcing the terms of this Protective Order, even if such enforcement proceedings occur after termination of this Litigation.

DATED this _____ day of _____, 20__.

Printed Name

(Signature)