

James R. Batchelder (CSB # 136347)
Andrew T. Radsch (CSB # 303665)
James F. Mack (CSB # 322056)
Nancy N. Attalla (CSB # 341070)
ROPES & GRAY LLP
1900 University Avenue, 6th Floor
East Palo Alto, CA 94303-2284
Telephone: (650) 617-4000
james.batchelder@ropesgray.com
andrew.radsch@ropesgray.com
james.mack@ropesgray.com
nancy.attalla@ropesgray.com

Jared Bobrow (CA State Bar No. 133712)
jbobrow@orrick.com
J. Jason Lang (CA State Bar No. 255642)
jlang@orrick.com
Diana M. Rutowski (CA State Bar No.
233878)
drutowski@orrick.com
**ORRICK, HERRINGTON &
SUTCLIFFE LLP**
1000 Marsh Road
Menlo Park, CA 94025-1015
Telephone: +1 650-614-7400
Facsimile: +1 650-614-7401

*Attorneys for Plaintiff and Counter-Claim
Defendant YANGTZE MEMORY
TECHNOLOGIES COMPANY, LTD. and
Counter-Claim Defendant YANGTZE
MEMORY TECHNOLOGIES, INC.*

*Attorneys for Defendant and Counter-
Claim Plaintiff MICRON
TECHNOLOGY, INC., and Defendant
MICRON CONSUMER PRODUCTS
GROUP LLC*

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA**

YANGTZE MEMORY TECHNOLOGIES
COMPANY, LTD.,

Plaintiff,

v.

MICRON TECHNOLOGY, INC., et al.,

Defendants.

MICRON TECHNOLOGY, INC.,

Counterclaim Plaintiff,

v.

YANGTZE MEMORY TECHNOLOGIES
COMPANY, LTD., and YANGTZE
MEMORY TECHNOLOGIES, INC.,

Counterclaim Defendants.

Case No. 3:23-cv-05792-RFL

**JOINT STIPULATION AND
[PROPOSED] PROTECTIVE ORDER
FOR LITIGATION INVOLVING
PATENTS, HIGHLY SENSITIVE
CONFIDENTIAL INFORMATION
AND/OR TRADE SECRETS
DEMAND FOR JURY TRIAL**

Judge: Hon. Rita F. Lin

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 14.4, below, that this Stipulated Protective Order does not entitle them to file confidential information under seal; Civil Local Rule 79-5 sets forth the procedures that must be followed and the standards that will be applied when a party seeks permission from the court to file material under seal.

2. DEFINITIONS

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

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

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

2.4 Designating Party: a Party or Non-Party that designates information or items that it produces in disclosures or in responses to discovery as "CONFIDENTIAL," or "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY," or "HIGHLY CONFIDENTIAL – SOURCE CODE."

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

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

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

2.8 "HIGHLY CONFIDENTIAL – SOURCE CODE" Information or Items: extremely sensitive "Confidential Information or Items" representing computer code and associated comments and revision histories, formulas, engineering specifications, or schematics that define or otherwise describe in detail the algorithms or structure of software or hardware designs, disclosure of which to another Party or Non-Party would create a substantial risk of serious harm that could not be avoided by less restrictive means.

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

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

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

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

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

2.14 Professional Vendors: persons or entities that provide litigation support services (e.g., photocopying, videotaping, translating, preparing exhibits or demonstrations, and organizing,

storing, or retrieving data in any form or medium) and their employees and subcontractors.

2.15 Protected Material: any Disclosure or Discovery Material that is designated as “CONFIDENTIAL,” “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY,” or as “HIGHLY CONFIDENTIAL – SOURCE CODE.”

2.16 Receiving Party: a Party that receives Disclosure or Discovery Material from a Producing Party.

* * * *

THE FOLLOWING DEFINITIONS PERTAIN TO TECHNICAL INFORMATION

2.17 Circuit Schematic Files: a computer file or document containing a graphical representation of an integrated circuit that shows the connections between the various components of the circuit. Circuit Schematic Files include complete hierarchical printouts (e.g., in PDF format) of schematic and logical netlist views that are used for abstract level simulation, but not for device fabrication.

2.18 HDL Source Code: a computer file or files that contain electronic hardware descriptions in a hardware description language, such as Verilog or VHDL. HDL Source Code refers only to native electronic files that are in a human readable format suitable for input to an assembler, compiler, interpreter, synthesis tool, or other translator.

2.19 Physical Design Files: a computer file or document that shows the physical arrangement of the components of the integrated circuit, also called the circuit layout. Physical Design Files are typically the final output product of integrated circuit design that is used by a foundry to fabricate an integrated circuit. Physical Design Files may include, for example, GDS (Graphic Database System), GDSII stream format, DEF (Design Exchange Format), and LEF (Library Exchange Format) files.

2.20 Process Descriptions: Documents that describe the process or recipe for forming a semiconductor. To the extent that a document includes only a small excerpt that describes the process or recipe for forming a semiconductor, the parties will in good faith work to determine the proper designation for the document..

2.20 Source Code: computer code, scripts, assembly, binaries, object code, source code

listings and descriptions of source code, object code listings and descriptions of object code, and HDL Source Code, Register Transfer Level (RTL), or GDS files that describe the hardware design of any semiconductor chip.

2.21 Source Code Material: all Source Code, HDL Source Code, Physical Design Files, and Process Descriptions.

3. SCOPE

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

4. DURATION

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

5. DESIGNATING PROTECTED MATERIAL

5.1 Exercise of Restraint and Care in Designating Material for Protection. Each Party or Non-Party that designates information or items for protection under this Order must take care to

1 limit any such designation to specific material that qualifies under the appropriate standards. To the
2 extent it is practical to do so, the Designating Party must designate for protection only those parts
3 of material, documents, items, or oral or written communications that qualify – so that other portions
4 of the material, documents, items, or communications for which protection is not warranted are not
5 swept unjustifiably within the ambit of this Order.

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

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

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

18 Designation in conformity with this Order requires:

19 (a) for information in documentary form (e.g., paper or electronic documents, but excluding
20 transcripts of depositions or other pretrial or trial proceedings), that the Producing Party affix the
21 legend "CONFIDENTIAL," "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY," or
22 "HIGHLY CONFIDENTIAL – SOURCE CODE" to each page that contains protected material,
23 except as otherwise specified herein. If only a portion or portions of the material on a page qualifies
24 for protection, the Producing Party also must clearly identify the protected portion(s) (e.g., by
25 making appropriate markings in the margins) and must specify, for each portion, the level of
26 protection being asserted.

27 A Party or Non-Party that makes original documents or materials available for inspection
28 need not designate them for protection until after the inspecting Party has indicated which material

it would like copied and produced. During the inspection and before the designation, all of the material made available for inspection shall be deemed “HIGHLY CONFIDENTIAL – SOURCE CODE.” After the inspecting Party has identified the documents it wants copied and produced, the Producing Party must determine which documents, or portions thereof, qualify for protection under this Order. Then, before producing the specified documents, the Producing Party must affix the appropriate legend (“CONFIDENTIAL,” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY,” or “HIGHLY CONFIDENTIAL – SOURCE CODE”) to each page that contains Protected Material. If only a portion or portions of the material on a page qualifies for protection, the Producing Party also must clearly identify the protected portion(s) (e.g., by making appropriate markings in the margins) and must specify, for each portion, the level of protection being asserted.

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

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

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

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

16 (d) Where electronic files and documents are produced in native electronic format, such
17 electronic files and documents shall be designated for protection under this Order by providing
18 notice to the recipient by email or by any other reasonable method for so designating Protected
19 Material produced in electronic format. When native electronic files or documents are printed, in
20 total or in part, for use at deposition, in a court proceeding, or for provision in printed form to an
21 outside person pre-approved pursuant to paragraph 7.2(e), the Party printing the documents shall
22 affix the original production number and confidentiality designation to every page of the document.
23 No native file or document shall be printed or converted and used in this litigation for any purpose
24 without including the original production number and confidentiality designation.

25 (e) All Protected Materials that are not reduced to documentary, tangible, or physical
26 form or that cannot be conveniently designated in the manner set forth above shall be designated by
27 the designating Party by informing the receiving Party in writing.

28 (f) If a document has more than one designation, the more restrictive or higher

1 designation applies.

2 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent failure to
3 designate qualified information or items does not, standing alone, waive the Designating Party's
4 right to secure protection under this Order for such material. Upon timely correction of a
5 designation, the Receiving Party must make reasonable efforts to assure that the material is treated
6 in accordance with the provisions of this Order.

7 5.4 Productions Prior to Entry of this Order. Any document produced before issuance of
8 this Order with a designation other than those specified in this Order shall receive the same treatment
9 as if designated "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY" under this Order,
10 unless and until such document is redesignated to have a different classification under this Order.

11 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

12 6.1 Timing of Challenges. Any Party or Non-Party may challenge a designation of
13 confidentiality at any time. Unless a prompt challenge to a Designating Party's confidentiality
14 designation is necessary to avoid foreseeable, substantial unfairness, unnecessary economic
15 burdens, or a significant disruption or delay of the litigation, a Party does not waive its right to
16 challenge a confidentiality designation by electing not to mount a challenge promptly after the
17 original designation is disclosed.

18 6.2 Meet and Confer. The Challenging Party shall initiate the dispute resolution process
19 by providing written notice of each designation it is challenging and describing the basis for each
20 challenge. To avoid ambiguity as to whether a challenge has been made, the written notice must
21 recite that the challenge to confidentiality is being made in accordance with this specific paragraph
22 of the Protective Order. The parties shall attempt to resolve each challenge in good faith and must
23 begin the process by conferring directly (in voice to voice dialogue; other forms of communication
24 are not sufficient) within 14 days of the date of service of notice. In conferring, the Challenging
25 Party must explain the basis for its belief that the confidentiality designation was not proper and
26 must give the Designating Party an opportunity to review the Protected Material, to reconsider the
27 circumstances, and, if no change in designation is offered, to explain the basis for the chosen
28 designation. A Challenging Party may proceed to the next stage of the challenge process only if it

has engaged in this meet and confer process first or establishes that the Designating Party is unwilling to participate in the meet and confer process in a timely manner.

6.3 Judicial Intervention. If the Parties cannot resolve a challenge without court intervention, the Designating Party shall file and serve a motion to retain confidentiality under Civil Local Rule 7 (and in compliance with Civil Local Rule 79-5, if applicable) within 21 days of the initial notice of challenge or within 14 days of the parties agreeing that the meet and confer process will not resolve their dispute, whichever is earlier.¹ Each such motion must be accompanied by a competent declaration affirming that the movant has complied with the meet and confer requirements imposed in the preceding paragraph. Failure by the Designating Party to make such a motion including the required declaration within 21 days (or 14 days, if applicable) shall automatically waive the confidentiality designation for each challenged designation. In addition, the Challenging Party may file a motion challenging a confidentiality designation at any time if there is good cause for doing so, including a challenge to the designation of a deposition transcript or any portions thereof. Any motion brought pursuant to this provision must be accompanied by a competent declaration affirming that the movant has complied with the meet and confer requirements imposed by the preceding paragraph.

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

7. ACCESS TO AND USE OF PROTECTED MATERIAL

7.1 Basic Principles. A Receiving Party may use Protected Material that is disclosed or

¹ It may be appropriate in certain circumstances for the parties to agree to shift the burden to move on the Challenging Party after a certain number of challenges are made to avoid an abuse of the process. The burden of persuasion would remain on the Designating Party.

produced by another Party or by a Non-Party in connection with this case only for prosecuting, defending, or attempting to settle this litigation. Such Protected Material may be disclosed only to the categories of persons and under the conditions described in this Order. When the litigation has been terminated, a Receiving Party must comply with the provisions of Section 15 below (FINAL DISPOSITION).

Protected Material must be stored and maintained by a Receiving Party at a location and in a secure manner² that ensures that access is limited to the persons authorized under this Order.

7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless otherwise ordered by the court or permitted in writing by the Designating Party, a Receiving Party may (subject to any other applicable law or regulation) disclose any information or item designated “CONFIDENTIAL” only to:

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

(b) up to two (2) House Counsel of the Receiving Party or its affiliates who are members of at least one state bar in good standing (or a foreign equivalent thereof), whose functions require access to CONFIDENTIAL material. No CONFIDENTIAL material shall be disclosed to a Party employee, officer, or director until the individual has signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A), thereby declaring that he or she has read and understands this Protective Order and agrees to be bound by its provisions. Such written agreement shall be retained by counsel for the receiving Party and a copy provided to the producing Party seven (7) days prior to such disclosure;

(c) Experts (i.e., not existing employees or affiliates of a Party or an affiliate of a Party) retained for the purpose of this litigation, provided that: (1) such Expert is not a current officer,

² It may be appropriate under certain circumstances to require the Receiving Party to store any electronic Protected Material in password-protected form.

1 director, or employee of a party, nor anticipates at the time of retention to become an officer,
2 director, or employee of a Party; and (2) the Expert has completed the approval procedures of
3 Section 7.4 and the “Acknowledgment and Agreement to Be Bound” attached as Exhibit A hereto³;

4 (d) the court and its personnel;

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

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

14 (g) the author or recipient of a document containing the information or a custodian or other
15 person who otherwise possessed or knew the information. However, to the extent that former
16 engineers or employees of one party are now employees, directors, officers or agents of the opposing
17 party in this suit, they are prohibited from receiving, or being informed regarding, any party
18 CONFIDENTIAL technical information regardless of whether they are the author of the technical
19 information or possessed or knew of the technical information while at the party they were formerly
20 employed, absent prior, express approval from the former employer party.

21 7.3 Disclosure of “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” and
22 “HIGHLY CONFIDENTIAL – SOURCE CODE” Information or Items. Unless otherwise ordered
23 by the court or permitted in writing by the Designating Party, a Receiving Party may (subject to any
24 other applicable law or regulation) disclose any information or item designated “HIGHLY
25

26
27 ³ A separate “Acknowledgment and Agreement to Be Bound” shall not be required for staff
28 members working under the supervision of an individual signing Exhibit A. An individual signing
Exhibit A, however, shall accept full responsibility for taking measures to ensure that staff
members working under his or her supervision comply with terms of this Protective Order.

CONFIDENTIAL – ATTORNEYS’ EYES ONLY” or “HIGHLY CONFIDENTIAL – SOURCE CODE” only to the individuals listed in paragraphs 7.2(a) and (c-g).

7.4 Procedures for Approving or Objecting to Disclosure of “CONFIDENTIAL,” “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” or “HIGHLY CONFIDENTIAL – SOURCE CODE” Information or Items to Experts.

(a) Unless otherwise ordered by the court or agreed to in writing by the Designating Party, a Party that seeks to disclose to an Expert (as defined in this Order) any information or item that has been designated “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” or “HIGHLY CONFIDENTIAL – SOURCE CODE” or any confidential technical information regardless of how such information is designated pursuant to section 7.3 first must make a written request to the Designating Party that (1) identifies the general categories of “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” or “HIGHLY CONFIDENTIAL – SOURCE CODE” information that the Receiving Party seeks permission to disclose to the Expert, (2) sets forth the full name of the Expert and the city and state of his or her primary residence, (3) attaches a copy of the Expert’s current resume, (4) identifies the Expert’s current employer(s), business address, and title, (5) identifies each person or entity from whom the Expert has received compensation or funding for work in his or her areas of expertise or to whom the expert has provided professional services, including in connection with a litigation, at any time during the preceding five years, (6) identifies (by name and number of the case, filing date, and location of court) any litigation in connection with which the Expert has offered expert testimony, including through a declaration, report, or testimony at a deposition or trial, during the preceding five years, and (7) identifies the Expert’s prior work related to NAND technology during the preceding five years.

(b) A Party that makes a request and provides the information specified in the preceding respective paragraphs may disclose the subject Protected Material to the identified Designated House Counsel or Expert unless, within 14 days of delivering the request, the Party receives a written objection from the Designating Party. Any such objection must set forth in detail the grounds on which it is based.

(c) A Party that receives a timely written objection must meet and confer with the

Designating Party (through direct voice to voice dialogue) to try to resolve the matter by agreement within seven days of the written objection. If no agreement is reached, the Party seeking to make the disclosure to the Expert may file a motion as provided in Civil Local Rule 7 (and in compliance with Civil Local Rule 79-5, if applicable) seeking permission from the court to do so. Any such motion must describe the circumstances with specificity, set forth in detail the reasons why the disclosure to the Expert is reasonably necessary, assess the risk of harm that the disclosure would entail, and suggest any additional means that could be used to reduce that risk. In addition, any such motion must be accompanied by a competent declaration describing the parties' efforts to resolve the matter by agreement (i.e., the extent and the content of the meet and confer discussions) and setting forth the reasons advanced by the Designating Party for its refusal to approve the disclosure.

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

8. PROSECUTION AND ACQUISITION BAR

Absent written consent from the Producing Party, any individual who receives access to "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY" that is related to technology related to or capable of use in NAND memory or NAND memory devices, other than non-technical information such as financial or licensing information, or "HIGHLY CONFIDENTIAL – SOURCE CODE" information shall not be involved in (i) the prosecution of patents or patent applications relating to technology related to or capable of use in NAND memory or NAND memory devices, including without limitation the patents asserted in this action and any patent or application claiming priority to or otherwise related to the patents asserted in this action, before any foreign or domestic agency, including the United States Patent and Trademark Office ("the Patent Office"); or (ii) the acquisition of patents or patent rights involving technology related to or capable of use in NAND memory or NAND memory devices for the purpose of asserting them against the Producing Party. For purposes of this paragraph, "prosecution" includes directly or indirectly drafting, amending, advising, or otherwise affecting the scope or maintenance of patent claims. To avoid any doubt, "prosecution" as used in this paragraph does not include representing

a party challenging a patent, or responding to a patent challenge, before a domestic or foreign agency (including, but not limited to, a reissue protest, *ex parte* reexamination or *inter partes* reexamination). This Prosecution Bar shall begin when access to “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” or “HIGHLY CONFIDENTIAL – SOURCE CODE” information is first received by the affected individual and shall end two (2) years after final termination of this action.

9. SOURCE CODE MATERIAL

(a) To the extent production of Source Code Material becomes necessary in this case, a Producing Party may designate source code as “HIGHLY CONFIDENTIAL – SOURCE CODE” if it comprises or includes confidential, proprietary or trade secret source code;

(b) Source Code Material designated as “HIGHLY CONFIDENTIAL – SOURCE CODE” shall be subject to all of the protections afforded to “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” information, and may be disclosed only to the individuals to whom “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” information may be disclosed, as set forth in sections 7.3 and 7.4;

(c) Any source code, with exception of the Physical Design Files and HDL Source Code as addressed in paragraphs 9 (d-f), produced in discovery shall be made available for inspection, in a format allowing it to be reasonably reviewed and searched, during normal business hours or at other mutually agreeable times, at an office of the Producing Party’s counsel or another mutually agreed upon location. The source code shall be made available for inspection on a Secure Computer in a secured room without Internet access or network access to other computers (except such network connections may be made by the Producing Party to provide access to the Producing Party’s Source Code Material), and the Receiving Party shall not copy, remove, or otherwise transfer any portion of the source code onto any recordable media or recordable device.

(d) Access to a Party’s Physical Design Files, HDL Source Code, and Circuit Schematic Files shall be provided only in the ordinary course of business in which the material is viewed and stored, in a secure room on a Secure Computer (that is, the computer may not be linked to any network, including a local area network (“LAN”), an intranet or the Internet, and all input/output

ports, such as USB, must be blocked, as necessary and appropriate to prevent and protect any unauthorized copying, transmission, removal, or other transfer of any HIGHLY CONFIDENTIAL – SOURCE CODE material outside or away from the computer on which such material is provided for inspection, except such network connections may be made by the Producing Party to provide access to the Producing Party’s Source Code Material). Micron and YMTC will make their Secure Computer available for review in the United States at counsel’s office in Silicon Valley or another location mutually agreed by the parties. The Producing Party may visually monitor the activities of the Receiving Party’s representatives during any source code review, but only to ensure that there is no unauthorized recording, copying, or transmission of the source code;

(e) As to the Producing Party’s Secure Computer, at the Receiving Party’s request, the Producing Party will provide a license to the Receiving Party’s requested outside counsel and/or Experts so that the licensed individual(s) can review relevant materials. Only the licensed individual(s) are permitted to operate the Secure Computer. After the Secure Computer has been prepared and provided to the Receiving Party, the Producing Party shall thereafter provide access to the Secure Computer during regular business hours on reasonable notice provided in writing by the Receiving Party (which shall be no less than at least three-week notice for the initial inspection and one-week notice for subsequent inspections), although the Parties will be reasonable in accommodating reasonable requests to conduct inspections at other times and to accommodate a shorter notice period if possible. This written notice from the Receiving Party shall identify in writing to Micron the persons who will be conducting the inspection or will be present during the inspection. The Receiving Party will not request an unreasonable number of inspections or inspections of an unreasonable length. The Parties agree to cooperate in good faith such that maintaining Producing Party’s Source Code Material at the location(s) specified herein shall not unreasonably hinder the Receiving Party’s ability to efficiently and effectively conduct the prosecution or defense of this action. Source Code will be made available for inspection between the hours of 8 a.m. and 5 p.m. local time on business days (i.e., weekdays that are not Federal holidays), although the Parties will be reasonable in accommodating reasonable requests to conduct inspections at other times;

(f) In addition, the Receiving Party shall not be permitted to bring electronic devices,

1 including but not limited to hard drives, cellular phones, PDAs, cameras, and voice recorders, into
2 the location of the Secure Computer with the following exception: the Receiving Party may bring
3 paper, writing instruments, and/or a note taking computer provided by the Producing Party into the
4 location of the Secure Computer for the purpose of taking notes. The Producing Party shall provide
5 a note taking computer that has installed at least Notepad++ (or other comparable note taking
6 software) and winZIP (or other comparable software to encrypt files) and at least one open USB port
7 to transfer the notes to a USB thumb drive. These notes shall be limited to that which is reasonably
8 necessary to facilitate the Receiving Party's furtherance of its claims and defenses in this case and
9 may not be used as an attempt to circumvent the printing restrictions below. The Receiving Party
10 must label any such notes "HIGHLY CONFIDENTIAL – SOURCE CODE" on each page. There
11 shall be no electronic transmission of the notes other than for review by the Receiving Party's expert
12 witness that has completed the approval process of Section 7.4 and/or the Receiving Party's outside
13 counsel;

14 (g) The Producing Party shall install software tools that are sufficient for viewing and
15 searching the material on the Secure Computer;

16 (h) Unless otherwise agreed in advance by the Parties in writing, the Receiving Party's
17 approved outside counsel and/or Experts shall remove all notes, documents, and all other materials
18 from the room that may contain work product and/or attorney-client privileged information at the
19 end of each day. The Producing Party shall not be responsible for any items left in the review room;

20 (i) Other than as provided herein, the Receiving Party will not copy, remove, or
21 otherwise transfer any HIGHLY CONFIDENTIAL – SOURCE CODE material from the Secure
22 Computer including, without limitation, copying, removing, or transferring the material onto any
23 other computers or peripheral equipment. The Receiving Party will not electronically transmit any
24 HIGHLY CONFIDENTIAL – SOURCE CODE material in any way from the Producing Party's
25 facilities or the offices of its Outside Counsel of Record. This provision does not prevent the Parties
26 from including HIGHLY CONFIDENTIAL – SOURCE CODE material in filings with the Court
27 made under seal;

28 (j) At the request of the Receiving Party, and subject to any export control restrictions,

the Producing Party shall provide paper copies (“Original Printouts”) of portions of the materials on the Secure Computer that is requested by the Receiving Party and is reasonably necessary to facilitate the Receiving Party’s preparation of court filings, pleadings, expert reports, or other papers, or for deposition or trial. The Producing Party shall Bates number, copy, and label “HIGHLY CONFIDENTIAL – SOURCE CODE” material on any Original Printouts. The receiving Party may print not more than 1500 pages—including no more than 30 consecutive pages. If the Producing Party objects that the portions requested to be printed are excessive and/or not reasonably necessary to any case preparation activity, the Producing Party shall make such objection known to the Receiving Party within five (5) days. The Parties shall meet and confer within two (2) business days of any such objection. If, after meeting and conferring, the Producing Party and the Receiving Party cannot resolve the objection, the objection may be jointly submitted to the Court for resolution within three (3) business days of the meet and confer. The Producing Party may challenge the amount of source code requested in hard copy form pursuant to the dispute resolution procedure set forth in Paragraph 6.3 whereby the Producing Party is the “Challenging Party” and the Receiving Party is the “Designating Party” for purposes of dispute resolution. In the absence of any objection, or upon resolution of any such dispute, the Producing Party shall provide via overnight mail one copy set of such Original Printouts to the Receiving Party within three (3) business days if printouts were made during the inspection and five (5) business days if printouts were only requested during the inspection. The Original Printouts shall constitute part of the HIGHLY CONFIDENTIAL – SOURCE CODE material produced by the Producing Party in this action;

(k) The Receiving Party’s Outside Counsel of Record may make no more than six (6) additional paper copies of any portions of the Original Printouts of HIGHLY CONFIDENTIAL – SOURCE CODE material received from a Producing Party, not including copies attached to court filings or used at depositions

(l) The Receiving Party shall maintain a record of any individual who has inspected any portion of the source code in electronic or paper form. The Receiving Party’s outside counsel of record and any person receiving a copy of any HIGHLY CONFIDENTIAL – SOURCE CODE material (excluding the Court and court personnel) shall maintain and store any paper copies of the

1 material at their offices in a manner that prevents duplication of or unauthorized access to the
2 material, including, without limitation, storing the material in a locked room or cabinet at all times
3 when it is not in use;

4 (m) All paper copies of HIGHLY CONFIDENTIAL – SOURCE CODE material shall
5 be securely destroyed in a timely manner if they are no longer in use (e.g., at the conclusion of a
6 deposition). Copies of any such material that are marked as deposition exhibits shall not be provided
7 to the court reporter or attached to deposition transcripts; rather, the deposition record will identify
8 the exhibit by its production numbers. If the deposition exhibit has been marked up or altered in any
9 way by the deponent, the receiving Party shall store the exhibit in the same way paper copies of the
10 HIGHLY CONFIDENTIAL – SOURCE CODE material are stored;

11 (n) Except as provided in this subparagraph, absent express written permission from the
12 Producing Party, the Receiving Party may not create electronic images, or any other images, or make
13 electronic copies, of the HIGHLY CONFIDENTIAL – SOURCE CODE material from any paper
14 copy of material for use in any manner (including by way of example only, the Receiving Party may
15 not scan the material to a PDF or photograph the material). Paper copies of the Original Printouts
16 also may not be converted into an electronic document, and may not be scanned using optical
17 character recognition (“OCR”) technology. However, a Receiving Party may make and use images
18 and/or electronic copies of portions of the material if reasonably necessary for court filings, expert
19 reports, discovery responses, and other similar documents, provided that the such documents are
20 appropriately marked under this Order, restricted to those who are entitled to have access to them as
21 specified herein, and, if filed with the Court, filed under seal in accordance with the Court’s rules,
22 procedures and orders. To the extent portions of Source Code Material are included in such
23 documents, either (1) the entire document will be stamped and treated as HIGHLY CONFIDENTIAL
24 – SOURCE CODE or (2) those pages containing Source Code Material will be separately stamped
25 and treated as HIGHLY CONFIDENTIAL – SOURCE CODE;

26 (o) Except for what is necessary for court filings, a Receiving Party shall not transmit
27 HIGHLY CONFIDENTIAL – SOURCE CODE material or any summaries of such documents that
28 are in electronic form (e.g., PDF, TIFF, Word, Excel files) outside of the Receiving Party (e.g., in e-

mail traveling on the Internet) unless the documents are encrypted or transferred in a secure manner such as SFTP; and

(p) Nothing in this Order shall be construed as a representation or admission that any Source Code Material is properly discoverable in this action, or to obligate any Party to produce any Source Code Material.

10. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN OTHER LITIGATION

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

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

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

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

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

⁴ The purpose of imposing these duties is to alert the interested parties to the existence of this Protective Order and to afford the Designating Party in this case an opportunity to try to protect its confidentiality interests in the court from which the subpoena or order issued.

1 action to disobey a lawful directive from another court.

2 11. A NON-PARTY'S PROTECTED MATERIAL SOUGHT TO BE PRODUCED IN THIS
3 LITIGATION

4 (a) The terms of this Order are applicable to information produced by a Non-Party in
5 this action and designated as "CONFIDENTIAL," "HIGHLY CONFIDENTIAL – ATTORNEYS'
6 EYES ONLY," or "HIGHLY CONFIDENTIAL – SOURCE CODE". Such information produced
7 by Non-Parties in connection with this litigation is protected by the remedies and relief provided by
8 this Order. Nothing in these provisions should be construed as prohibiting a Non-Party from seeking
9 additional protections.

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

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

19 (c) If the Non-Party fails to object or seek a protective order from this court within 14
20 days of receiving the notice and accompanying information, the Receiving Party may produce the
21 Non-Party's confidential information responsive to the discovery request. If the Non-Party timely
22 seeks a protective order, the Receiving Party shall not produce any information in its possession or
23 control that is subject to the confidentiality agreement with the Non-Party before a determination
24 by the court.⁵ Absent a court order to the contrary, the Non-Party shall bear the burden and expense
25 of seeking protection in this court of its Protected Material.

26
27 ⁵ 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.

12. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

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

13. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE PROTECTED MATERIAL

If information is produced in discovery that is subject to a claim of privilege or of protection as trial-preparation material, the party making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return or destroy the specified information and any copies it has and may not sequester, use or disclose the information until the claim is resolved. This includes a restriction against presenting the information to the court for a determination of the claim. This provision is not intended to modify whatever procedure may be established in an e-discovery order that provides for production without prior privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the parties reach an agreement on the effect of disclosure of a communication or information covered by the attorney-client privilege or work product protection, the parties may incorporate their agreement in the stipulated protective order submitted to the court.

Nothing in this Order shall require production of documents, information or other material that a Party contends is protected from disclosure by the attorney-client privilege, the work product doctrine, or other privilege, doctrine, or immunity. If documents, information or other material subject to a claim of attorney-client privilege, work product doctrine, or other privilege, doctrine, or immunity is inadvertently or unintentionally produced, such production shall in no way prejudice or otherwise constitute a waiver of, or estoppel as to, any such privilege, doctrine, or immunity. Any Party that inadvertently or unintentionally produces documents, information or other material it reasonably believes are protected under the attorney-client privilege, work product doctrine, or other

1 privilege, doctrine, or immunity may obtain the return of such documents, information or other
2 material by promptly notifying the recipient(s) in writing of the Bates number of the document and
3 the basis of the privilege, doctrine, or immunity being asserted. Within seven (7) days of such written
4 notice, the Producing Party shall provide a privilege log for the inadvertently or unintentionally
5 produced documents, information or other material. Promptly upon receiving notice in writing of
6 inadvertently or unintentionally produced documents (including the Bates number of the document
7 and the basis of the privilege, doctrine, or immunity being asserted), the recipient(s) shall gather and
8 return all copies of such documents, information or other material to the producing Party, except for
9 any pages containing privileged or otherwise protected markings by the recipient(s), which pages
10 shall instead be destroyed and certified as such to the Producing Party. Such return or confirmation
11 of destruction shall not preclude the Receiving Party from seeking to compel production of the
12 materials within twenty-eight (28) days of receiving the privilege log or at such other time as the
13 Parties agree to in writing, and shall not constitute an admission by the Receiving Party that the
14 materials were, in fact, privileged or otherwise protected in any way. The Producing Party shall
15 retain the inadvertently produced material for submission to the Court in the event the Receiving
16 Party moves to compel. Summaries of inadvertently produced material shall be destroyed by the
17 Receiving Party within fourteen (14) days of receiving the privilege log if a motion to compel is not
18 brought or, if a motion to compel is brought, within fourteen (14) days of the Court's denial of such
19 motion.

20 If inadvertently produced privileged material is used during a deposition, used as an exhibit
21 to a pleading filed with the Court, or identified for use at trial or otherwise disclosed to the Court,
22 the Producing Party has two (2) weeks from the date of disclosure to provide notice of the
23 inadvertent production. Notwithstanding any other provision of this Order, failure to provide notice
24 within this two (2) week period shall constitute a waiver of any applicable privileges or immunities
25 with respect to the inadvertently produced privileged material only, and shall not be construed as a
26 general waiver of any applicable privilege or immunity with respect to the subject matter disclosed
27 therein.
28

14. MISCELLANEOUS

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

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

14.3 Export Control. Except for Protected Material in the possession of the Court or court personnel, Protected Material received by receiving Parties must be stored and maintained at a location in the United States and in a secure manner that ensures that access is limited to the persons authorized under this Order. Disclosure of Protected Material shall be subject to all applicable laws and regulations relating to the export of technical data contained in such Protected Material, including the release of such technical data to foreign persons or nationals in the United States or elsewhere. The Producing Party shall be responsible for identifying any such controlled technical data, and the Receiving Party shall take measures necessary to ensure compliance. Notwithstanding the above, where a deponent is made available for examination outside of the United States, the Receiving Party may transport Protected Material to and from the location of the depositions. To ensure compliance with applicable United States Export Administration Regulations, the Producing Party will designate which documents are subject to this regulation by prominently affixing the label "Subject to United States Export Administration Regulation."

14.4 Filing Protected Material. Without written permission from the Designating Party or a court order secured after appropriate notice to all interested persons, a Party may not file in the public record in this action any Protected Material. A Party that seeks to file under seal any Protected Material must comply with Civil Local Rule 79-5. Protected Material may only be filed under seal pursuant to a court order authorizing the sealing of the specific Protected Material at issue. Pursuant to Civil Local Rule 79-5, a sealing order will issue only upon a request establishing that the Protected Material at issue is privileged, protectable as a trade secret, or otherwise entitled to protection under

1 the law. If a Receiving Party's request to file Protected Material under seal pursuant to Civil Local
2 Rule 79-5 is denied by the court, then the Receiving Party may file the Protected Material in the
3 public record pursuant to Civil Local Rule 79-5 unless otherwise instructed by the court.

4 14.5 The Order applies to pretrial discovery. Nothing in this Order shall be deemed to
5 prevent the Parties from introducing any Protected Material into evidence at the trial of this action,
6 or from using any information contained in Protected Material at the trial of this action, subject to
7 any pretrial order issued by this Court.

8 14.6 Any Party knowing or believing that any other party is in violation of or intends to
9 violate this Order and has raised the question of violation or potential violation with the opposing
10 party and has been unable to resolve the matter by agreement may move the Court for such relief as
11 may be appropriate in the circumstances.

12 14.7 Production of Protected Material by each of the Parties shall not be deemed a
13 publication of the documents, information and material (or the contents thereof) produced so as to
14 void or make voidable whatever claim the Parties may have as to the proprietary and confidential
15 nature of the documents, information or other material or its contents.

16 14.8 Nothing in this Order shall be construed to effect an abrogation, waiver or limitation
17 of any kind on the rights of each of the Parties to assert any applicable discovery or trial privilege.

18 14.9 By entering this Protective Order and limiting the disclosure of information in this
19 action, the Court does not intend to preclude another court from finding that information may be
20 relevant and subject to disclosure in another case. Any person or Party subject to this Protective
21 Order who becomes subject to a motion to disclose another Party's information designated pursuant
22 to this Protective Order shall promptly notify that Party of the motion so that the Party may have an
23 opportunity to appear and be heard on whether that information should be disclosed.

24 14.10 The Parties may, by stipulation, provide for exceptions to this Protective Order. Each
25 of the Parties shall also retain the right to file a motion with the Court (a) to modify this Order to
26 allow disclosure of Protected Material to additional persons or entities if reasonably necessary to
27 prepare and present this action and (b) to apply for additional protection of Protected Material.
28

15. FINAL DISPOSITION

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

16
17 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.
18
19
20
21
22
23
24
25
26
27
28

United States District Court
Northern District of California

Dated: July 16, 2024

By: /s/ Andrew T. Radsch

James R. Batchelder (CSB # 136347)
Andrew T. Radsch (CSB # 303665)
James F. Mack (CSB # 322056)
Nancy N. Attalla (CSB # 341070)
ROPES & GRAY LLP
1900 University Avenue, 6th Floor
East Palo Alto, CA 94303-2284
Telephone: (650) 617-4000
james.batchelder@ropesgray.com
andrew.radsch@ropesgray.com
james.mack@ropesgray.com
nancy.attalla@ropesgray.com

Rachael Bacha (NYB # 4817938)
ROPES & GRAY LLP
1211 Avenue of the America
New York, NY 10036
Telephone: (212) 596-9062
rachael.bacha@ropesgray.com
Allen S. Cross (DCB# 252687)
Nicole S. L. Pobre (DCB # 1735421)
ROPES & GRAY LLP
2099 Pennsylvania Avenue,
N.W. Washington, D.C. 20006
Telephone: (202) 508-4600
nicole.pobre@ropesgray.com

*Attorneys for Plaintiff and
Counterclaim
Defendant YANGTZE MEMORY
TECHNOLOGIES and Counterclaim
Defendant COMPANY, LTD. AND
YANGTZE
MEMORY TECHNOLOGIES, INC.*

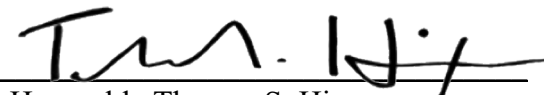
By: /s/ Diana M. Rutowski

Jared Bobrow (State Bar No. 133712)
jbbobrow@orrick.com
Jason Lang (State Bar No. 255642)
jlang@orrick.com
Diana M. Rutowski (State Bar No.
233878)
drutowski@orrick.com
**ORRICK, HERRINGTON &
SUTCLIFFE LLP**
1000 Marsh Road
Menlo Park, CA 94025-1015
Telephone: +1 650 614 7400
Facsimile: +1 650 614 7401

*Attorneys for Defendant and Counter-
claim
Plaintiff MICRON TECHNOLOGY,
INC.,
and Defendant MICRON CONSUMER
PRODUCTS GROUP LLC*

PURSUANT TO STIPULATION, IT IS SO ORDERED.

DATED: JULY 19, 2024



Honorable Thomas S. Hixson
United States District/Magistrate Judge

ATTESTATION

I, Andrew T. Radsch, am the ECF user whose identification and password are being used to file this Stipulation. In compliance with Civil L.R. 5-1(i)(3), I hereby attest that all signatories to this document have concurred in this filing.

Date: July 16, 2024

By: /s/ Andrew T. Radsch

United States District Court
Northern District of California

EXHIBIT AACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name], of
 _____ [print or type full address], declare under penalty of perjury that I have read
 in its entirety and understand the Stipulated Protective Order that was issued by the United States
 District Court for the Northern District of California on [date] in the case of **Yangtze Memory
 Techs. Co., Ltd. v. Micron Tech., Inc., et al, Case No. 5:23-cv-05792 (N.D. Cal.)**. I agree to
 comply with and to be bound by all the terms of this Stipulated Protective Order and I understand
 and acknowledge that failure to so comply could expose me to sanctions and punishment in the
 nature of contempt. I solemnly promise that I will not disclose in any manner any information or
 item that is subject to this Stipulated Protective Order to any person or entity except in strict
 compliance with the provisions of this Order.

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

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

Date: _____

City and State where sworn and signed: _____

Printed name: _____
 [printed name]

Signature: _____
 [signature]