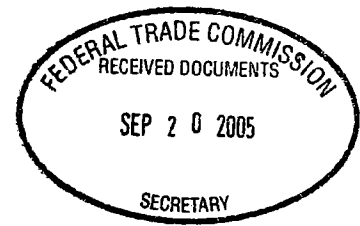


PUBLIC

UNITED STATES OF AMERICA  
BEFORE THE FEDERAL TRADE COMMISSION

COMMISSIONERS: Deborah Platt Majoras, Chairman  
Thomas B. Leary  
Pamela Jones Harbour  
Jon Leibowitz



In the Matter of

RAMBUS INC.,

a corporation.

Docket No. 9302

DECLARATION OF STEVEN M. PERRY IN SUPPORT OF  
RAMBUS' MOTION TO REOPEN THE RECORD

I. Steven M. Perry, do hereby declare and say:

1. I am a member of the State Bar of California and a member of the law firm of Munger, Tolles & Olson LLP, co-counsel for respondent Rambus Inc. ("Rambus") in this matter. I submit this declaration in support of Rambus' Motion to Reopen The Record To Admit Newly Obtained Evidence Rebutting Complaint Counsel's Proposed Findings and Undermining Complaint Case and Proposed Remedy. I have first-hand, personal knowledge of the facts set forth herein.

2. On May 5, 2004, Rambus filed a suit in San Francisco Superior Court against Micron Technology, Inc. ("Micron"), Hynix Semiconductor, Inc. ("Hynix"), Infineon Technologies AG ("Infineon") and related entities. The case is entitled Rambus, Inc. v. Micron Technology, Inc., et al. No. 04-431105. A copy of the complaint is available at <http://investor.rambus.com/downloadCenter.cfm?CategoryList=Anti%2DTrust>

3. Almost one year later, in April 2005, after a protracted series of motions and writs relating to an unsuccessful venue challenge by the defendants, the court ordered Micron and Hynix to make available to Rambus a large quantity of documents that they had already produced to the U.S. Department of Justice ("DOJ") in connection with the DOJ's investigation of price fixing.

4. In another development in April 2005, Hynix pled guilty to participating in a conspiracy to suppress and eliminate competition in the DRAM market. A true copy of the Hynix plea agreement is attached as Exhibit A. As part of its plea agreement, Hynix agreed to cooperate with any DOJ investigation involving collusion among DRAM manufacturers, expressly including possible collusion relating to RDRAM. *Id.*, p. 10.

Micron had previously released a public statement acknowledging that “[t]he DOJ’s investigation revealed evidence of price fixing by Micron employees and its competitors on DRAM...” A true copy of this press release is attached as Exhibit B.

5. In mid-May 2005, after the Court in the San Francisco action had entered a Stipulated Protective Order governing the use and disclosure of documents exchanged in discovery, Hynix and Micron made available to Rambus approximately one million pages of documents that they had previously provided to the DOJ. These documents were subsequently formatted and reviewed over a lengthy period of time.

6. As a result of our review of the documents made available by Micron and Hynix, I sent a letter on July 21, 2005 to each of the defendants asking them to stipulate that the Protective Order could be amended, *inter alia*, to allow the parties to disclose discovery materials to representatives of government agencies. I have attached a true copy of my July 21, 2005 letter as Exhibit C (without attachments). A true and correct copy of my two follow-up letters and of each defendant’s letter rejecting our proposal is included, in chronological order, as Exhibit D.

7. I have enclosed as Exhibit E a true copy of the Stipulated Protective Order entered in the San Francisco action on May 12, 2005.

8. After the last defendant (Micron) rejected our proposed amendments on August 29, 2005, I raised the issue with the Court at a status conference on September 13, 2005. At my request, the Court ordered the parties to participate in a further meet and confer in an effort to resolve this dispute. The Court also stated that the parties could set motions down for hearing in the case at the next available hearing date, October 31, 2005.

After the status conference, I sent a letter to all defense counsel asking them to revisit their position on the issue.

9. I have been informed by an attorney with the DOJ that that agency supports an amendment to the Protective Order in the San Francisco case allowing the parties to discuss the evidence in that case with the DOJ. Today, I requested that Complaint Counsel let me know if they would support similar language allowing the parties to discuss the evidence with the Commission and its legal staff, including Complaint Counsel. I asked counsel to respond after reviewing this motion.

Executed on September 19, 2005 at Los Angeles, California.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.



Steven M. Perry

**UNITED STATES OF AMERICA  
BEFORE THE FEDERAL TRADE COMMISSION**

COMMISSIONERS: Deborah Platt Majoras, Chairman  
Thomas B. Leary  
Pamela Jones Harbour  
Jon Leibowitz

**In the Matter of**

**RAMBUS INC.,**

**a corporation.**

**Docket No. 9302**

**CERTIFICATE OF SERVICE**

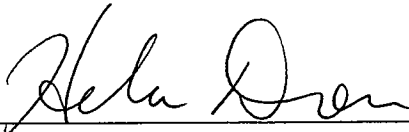
I, Helena T. Doerr, hereby certify that on September 19, 2005, I caused a true and correct copy of the *DECLARATION OF STEVEN M. PERRY IN SUPPORT OF RAMBUS' MOTION TO REOPEN THE RECORD* to be served on the following persons by hand delivery:

Hon. Stephen J. McGuire  
Chief Administrative Law Judge  
Federal Trade Commission  
Room H-112  
600 Pennsylvania Avenue, N.W.  
Washington, D.C. 20580

Geoffrey Oliver, Esq.  
Assistant Director  
Bureau of Competition  
Federal Trade Commission  
601 New Jersey Avenue, N.W.  
Washington, D.C. 20001

Donald S. Clark, Secretary  
Federal Trade Commission  
Room H-159  
600 Pennsylvania Avenue, N.W.  
Washington, D.C. 20580

Robert Davis  
Federal Trade Commission  
601 New Jersey Avenue, N.W.  
Washington, D.C. 20001

  
\_\_\_\_\_  
Helena T. Doerr

1 NIAL E. LYNCH (State Bar No. 157959)  
NATHANAEL M. COUSINS (State Bar No. 177944)  
2 EUGENE S. LITVINOFF (State Bar No. 214318)  
MAY Y. LEE (State Bar No. 209366)  
3 Antitrust Division  
U.S. Department of Justice  
4 450 Golden Gate Avenue  
Box 36046, Room 10-0101  
5 San Francisco, CA 94102  
Telephone: (415) 436-6660

6 Attorneys for the United States

7 UNITED STATES DISTRICT COURT  
8 NORTHERN DISTRICT OF CALIFORNIA  
9 SAN FRANCISCO DIVISION

10 UNITED STATES OF AMERICA

Case No. CR 05-249 PJH

11 v.

12 HYNIX SEMICONDUCTOR INC.,

13 Defendant.  
14  
15

16 **PLEA AGREEMENT**

17 The United States of America and HYNIX SEMICONDUCTOR INC. ("Defendant"), a  
18 corporation organized and existing under the laws of the Republic of Korea ("Korea"), hereby  
19 enter into the following Plea Agreement pursuant to Rule 11(c)(1)(C) of the Federal Rules of  
20 Criminal Procedure ("Fed. R. Crim. P.");

21 **RIGHTS OF DEFENDANT**

- 22 1. The Defendant understands its rights:  
23 (a) to be represented by an attorney;  
24 (b) to be charged by Indictment;  
25 (c) as a corporation organized and existing under the laws of Korea, to decline  
26 to accept service of the Summons in this case, and to contest the jurisdiction of the United  
27 States to prosecute this case against it in the United States District Court for the Northern  
28 District of California;

- 1 (d) to plead not guilty to any criminal charge brought against it;  
2 (e) to have a trial by jury, at which it would be presumed not guilty of the  
3 charge and the United States would have to prove every essential element of the charged  
4 offense beyond a reasonable doubt for it to be found guilty;  
5 (f) to confront and cross-examine witnesses against it and to subpoena  
6 witnesses in its defense at trial;  
7 (g) to appeal its conviction if it is found guilty; and  
8 (h) to appeal the imposition of sentence against it.

9 **AGREEMENT TO PLEAD GUILTY**  
10 **AND WAIVE CERTAIN RIGHTS**

11 2. The Defendant knowingly and voluntarily waives the rights set out in Paragraph  
12 1(b)-(g) above, including all jurisdictional defenses to the prosecution of this case, and agrees  
13 voluntarily to consent to the jurisdiction of the United States to prosecute this case against it in  
14 the United States District Court for the Northern District of California. The Defendant also  
15 knowingly and voluntarily waives the right to file any appeal, any collateral attack, or any other  
16 writ or motion, including but not limited to an appeal under 18 U.S.C. § 3742, that challenges the  
17 sentence imposed by the Court if that sentence is consistent with or below the recommended  
18 sentence in Paragraph 9 of this Plea Agreement, regardless of how the sentence is determined by  
19 the Court. This agreement does not affect the rights or obligations of the United States as set  
20 forth in 18 U.S.C. § 3742(b) and (c). Further, pursuant to Fed. R. Crim. P. 7(b), the Defendant  
21 will waive indictment and plead guilty at arraignment to a one-count Information to be filed in  
22 the United States District Court for the Northern District of California. The Information will  
23 charge the Defendant with participating in a conspiracy in the United States and elsewhere to  
24 suppress and eliminate competition by fixing the prices of Dynamic Random Access Memory  
25 ("DRAM") to be sold to certain original equipment manufacturers of personal computers and  
26 servers ("OEMs") from on or about April 1, 1999, to on or about June 15, 2002, in violation of  
27 the Sherman Antitrust Act, 15 U.S.C. § 1.  
28

1           3.     The Defendant, pursuant to the terms of this Plea Agreement, will plead guilty to  
2 the criminal charge described in Paragraph 2 above and will make a factual admission of guilt to  
3 the Court in accordance with Fed. R. Crim. P. 11, as set forth in Paragraph 4 below.

4                                   **FACTUAL BASIS FOR OFFENSE CHARGED**

5           4.     Had this case gone to trial, the United States would have presented evidence to  
6 prove the following facts:

7                   (a)     For purposes of this Plea Agreement, the “relevant period” is that period  
8 from on or about April 1, 1999, to on or about June 15, 2002. During the relevant period,  
9 the Defendant was a corporation organized and existing under the laws of Korea. The  
10 Defendant has its headquarters and principal place of business in Ichon, Korea. From  
11 April 1, 1999, to approximately March 2001, Defendant did business as Hyundai  
12 Electronics Industries Co., Ltd., a corporation organized and existing under the laws of  
13 Korea. In approximately October 1999, Defendant acquired LG Semiconductor Co., Ltd.,  
14 a corporation organized and existing under the laws of Korea.

15                   (b)     DRAM is the most commonly used semiconductor memory product.  
16 DRAM provides high-speed storage and retrieval of electronic information in personal  
17 computers, servers, and other devices. During the relevant period, the Defendant was a  
18 producer of DRAM and was engaged in the sale of DRAM in the United States and  
19 elsewhere. For purposes of the Plea Agreement, “DRAM” means dynamic random  
20 access memory semiconductor devices and modules, including synchronous dynamic  
21 random access memory (“SDRAM”) and double data rate dynamic random access  
22 memory (“DDR”) semiconductor devices and modules, but not Rambus dynamic random  
23 access memory (“RDRAM”) semiconductor devices and modules. During the relevant  
24 period, Hynix’s DRAM sales, directly affected by the conspiracy, to OEMs in the United  
25 States totaled \$839 million.

26                   (c)     During at least certain periods of time during the relevant period, the  
27 Defendant, through certain officers and employees, participated in a conspiracy in the  
28 United States and elsewhere among certain DRAM producers, the primary purpose of



1 which was to fix the price of DRAM sold to certain OEMs. The conspiracy directly  
2 affected these OEMs in the United States: Dell Inc., Hewlett-Packard Company, Compaq  
3 Computer Corporation, International Business Machines Corporation, Apple Computer  
4 Inc., and Gateway, Inc. In furtherance of the conspiracy, the Defendant, through certain  
5 officers and employees, engaged in discussions and attended meetings with  
6 representatives of certain other DRAM producers and sellers. During these discussions  
7 and meetings, agreements were reached to fix the price of DRAM to be sold to certain  
8 OEMs.

9 (d) At certain times during the relevant period, DRAM prices decreased  
10 significantly. Nevertheless, the Defendant and its coconspirators reached agreements to  
11 limit the rate of price declines, which were achieved with varying levels of effectiveness.  
12 At other periods, the Defendant and its coconspirators reached agreements on price  
13 increases and were able to institute price increases on DRAM sales to certain OEMs.

14 (e) During the relevant period, DRAM sold by one or more of the conspirator  
15 firms, and equipment and supplies necessary to the sale of DRAM, as well as payments  
16 for DRAM, traveled in interstate and foreign commerce. The business activities of the  
17 Defendant and its co-conspirators in connection with the sale of DRAM affected by this  
18 conspiracy were within the flow of, and substantially affected, interstate and foreign trade  
19 and commerce.

20 (f) Acts in furtherance of this conspiracy were carried out within the Northern  
21 District of California. DRAM affected by this conspiracy was sold by one or more of the  
22 conspirators to OEMs in this District.

### 23 CALCULATION OF SENTENCE

24 5. The United States contends that had this case gone to trial, the United States  
25 would have presented evidence to prove that the gain derived from or the loss resulting from the  
26 charged offense is sufficient to justify a fine of \$185 million, pursuant to 18 U.S.C. § 3571(d).  
27 For purposes of this plea and sentencing, the Defendant waives its right to contest this  
28 calculation.



1 volume of affected commerce attributable to the Defendant or in determining the Defendant's  
2 applicable Guidelines range, except to the extent provided in U.S.S.G. § 1B1.8(b).

3 **SENTENCING AGREEMENT**

4 9. Pursuant to Fed. R. Crim. P. 11(c)(1)(C), the United States and the Defendant  
5 agree that the appropriate disposition of this case is, and agree to recommend jointly that the  
6 Court impose a sentence requiring the Defendant to pay to the United States a criminal fine of  
7 \$185 million, pursuant to 18 U.S.C. § 3571(d), payable in installments as set forth below without  
8 interest pursuant to 18 U.S.C. § 3612(f)(3)(A) ("the recommended sentence"). The parties agree  
9 that there exists no aggravating or mitigating circumstance of a kind, or to a degree, not  
10 adequately taken into consideration by the U.S. Sentencing Commission in formulating the  
11 Guidelines justifying a departure pursuant to U.S.S.G. § 5K2.0. The parties agree not to seek or  
12 support any sentence outside of the Guidelines range nor any Guidelines adjustment for any  
13 reason that is not set forth in this Plea Agreement. The parties further agree that the  
14 recommended sentence set forth in this Plea Agreement is reasonable.

15 (a) The United States and the Defendant agree to recommend, in the interest  
16 of justice pursuant to 18 U.S.C. § 3572(d)(1) and U.S.S.G. § 8C3.2(b), that the fine be  
17 paid in the following installments: within 30 days of imposition of sentence — \$10  
18 million; at the one-year anniversary of imposition of sentence ("anniversary") — \$35  
19 million; at the two-year anniversary — \$35 million; at the three-year anniversary — \$35  
20 million; at the four-year anniversary — \$35 million; and at the five-year anniversary —  
21 \$35 million; provided, however, that the Defendant shall have the option at any time  
22 before the five-year anniversary of prepaying the remaining balance then owing on the  
23 fine.

24 (b) The Defendant understands that the Court will order it to pay a \$400  
25 special assessment, pursuant to 18 U.S.C. § 3013(a)(2)(B), in addition to any fine  
26 imposed.

27 (c) The United States and the Defendant jointly submit that this Plea  
28 Agreement, together with the record that will be created by the United States and the

1 Defendant at the plea and sentencing hearings, and the further disclosure described in  
2 Paragraph 11, will provide sufficient information concerning the Defendant, the crime  
3 charged in this case, and the Defendant's role in the crime to enable the meaningful  
4 exercise of sentencing authority by the Court under 18 U.S.C. § 3553. The United States  
5 and Defendant agree to request jointly that the Court accept the Defendant's guilty plea  
6 and impose sentence on an expedited schedule as early as the date of arraignment, based  
7 upon the record provided by the Defendant and the United States, under the provisions of  
8 Fed. R. Crim. P. 32(c)(1)(A)(ii), U.S.S.G. § 6A1.1, and Rule 32-1(b) of the U.S.D.C.  
9 N.D. California Criminal Local Rules. The Court's denial of the request to impose  
10 sentence on an expedited schedule will not void this Plea Agreement.

11 10. The United States and the Defendant agree that the applicable Guidelines fine  
12 range exceeds the fine contained in the recommended sentence set out in Paragraph 9 above. The  
13 United States agrees that, based on Defendant's ongoing cooperation, the United States would  
14 have moved the court for a downward departure pursuant to U.S.S.G. § 8C4.1, but for the fact  
15 that the amount of the fine that the United States would have recommended as a downward  
16 departure for substantial assistance provided still would have exceeded Defendant's ability to  
17 pay. The parties further agree that the recommended fine is appropriate, pursuant to U.S.S.G. §  
18 8C3.3(a) and (b), due to the inability of the Defendant to make restitution to victims and pay a  
19 fine greater than that recommended without substantially jeopardizing its continued viability.

20 11. Subject to the ongoing, full, and truthful cooperation of the Defendant described  
21 in Paragraph 14 of this Plea Agreement, and before sentencing in the case, the United States will  
22 fully advise the Court and the Probation Office as to: (i) the fact, manner, and extent of the  
23 Defendant's cooperation and its commitment to prospective cooperation with the United States'  
24 investigation and prosecutions; (ii) all material facts relating to the Defendant's involvement in  
25 the charged offense; and (iii) all other relevant conduct.

26 12. The United States and the Defendant understand that the Court retains complete  
27 discretion to accept or reject the recommended sentence provided for in Paragraph 9 of this Plea  
28 Agreement.

1 (a) If the Court does not accept the recommended sentence, the United States  
2 and the Defendant agree that this Plea Agreement, except for Paragraph 12(b) below,  
3 shall be rendered void.

4 (b) If the Court does not accept the recommended sentence, the Defendant will  
5 be free to withdraw its guilty plea (Fed. R. Crim. P. 11(c)(5) and (d)). If the Defendant  
6 withdraws its guilty plea, this Plea Agreement, the guilty plea, and any statement made in  
7 the course of any proceedings under Fed. R. Crim. P. 11 regarding the guilty plea or this  
8 Plea Agreement, or made in the course of plea discussions with an attorney for the  
9 government, shall not be admissible against the Defendant in any criminal or civil  
10 proceeding, except as otherwise provided in Fed. R. Evid. 410. In addition, the  
11 Defendant agrees that if it withdraws its guilty plea pursuant to this subparagraph of the  
12 Plea Agreement, the statute of limitations period for any offense referred to in Paragraph  
13 16 of this Plea Agreement will be tolled for the period between the date of the signing of  
14 the Plea Agreement and the date the Defendant withdrew its guilty plea or for a period of  
15 sixty (60) days after the date of the signing of the Plea Agreement, whichever period is  
16 greater.

17 13. In light of the civil class action cases filed against Defendant, including *In re*  
18 *DRAM Antitrust Litigation*, No. M-02-1486PJH, MDL No. 1486, in the United States District  
19 Court, Northern District of California, and *DRAM Cases*, No. CJC-03-004265, in the Superior  
20 Court, San Francisco, California, which potentially provide for a recovery of a multiple of actual  
21 damages, the United States agrees that it will not seek a restitution order for the offense charged in  
22 the Information.

23 **DEFENDANT'S COOPERATION**

24 14. The Defendant, including its predecessors such as Hyundai Electronics Industries  
25 Co., Ltd. and LG Semiconductor Co., Ltd., and their subsidiaries (including but not limited to  
26 Hynix Semiconductor America Inc.) (collectively, "Related Entities") will cooperate fully and  
27 truthfully with the United States in: (i) the prosecution of this case; (ii) the current federal  
28 investigation of violations of federal antitrust and related criminal laws involving the production

1 or sale of DRAM in the United States and elsewhere (including, for purposes of Paragraphs 14  
2 and 16, RDRAM); and (iii) any litigation or other proceedings arising or resulting from any such  
3 investigation to which the United States is a party (collectively i-iii, "Federal Proceeding"). The  
4 ongoing, full, and truthful cooperation of the Defendant shall include, but not be limited to:

5 (a) producing to the United States all non-privileged documents, information,  
6 and other materials (with translations into English), wherever located, in the possession,  
7 custody, or control of the Defendant or any of its Related Entities, requested by the United  
8 States in connection with any Federal Proceeding; and

9 (b) using its best efforts to secure the ongoing, full, and truthful cooperation, as  
10 defined in Paragraph 15 of this Plea Agreement, of the current directors, officers, and  
11 employees of the Defendant or any of its Related Entities as may be requested by the  
12 United States – but excluding Choon-Yub (C.Y.) Choi, Chaekyun (C.K.) Chung, Dae Soo  
13 (D.S.) Kim, Kun Chul (K.C.) Suh, and Gary Swanson – including making these persons  
14 available in the United States and at other mutually agreed-upon locations, at the  
15 Defendant's expense, for interviews and the provision of testimony in grand jury, trial, and  
16 other judicial proceedings in connection with any Federal Proceeding.

17 15. The ongoing, full, and truthful cooperation of each person described in Paragraph  
18 14(b) above will be subject to the procedures and protections of this Paragraph, and shall include,  
19 but not be limited to:

20 (a) producing in the United States and at other mutually agreed-upon locations  
21 all non-privileged documents (with translations into English), including claimed personal  
22 documents, and other materials, wherever located, requested by attorneys and agents of the  
23 United States in connection with any Federal Proceeding;

24 (b) making himself or herself available for interviews in the United States and  
25 at other mutually agreed-upon locations, not at the expense of the United States, upon the  
26 request of attorneys and agents of the United States;

27 (c) responding fully and truthfully to all inquiries of the United States in  
28 connection with any Federal Proceeding, without falsely implicating any person or

1 intentionally withholding any information, subject to the penalties of making false  
2 statements (18 U.S.C. § 1001) and obstruction of justice (18 U.S.C. § 1503);

3 (d) otherwise voluntarily providing the United States with any non-privileged  
4 material or information not requested in (a) - (c) of this Paragraph that he or she may have  
5 that is related to any Federal Proceeding;

6 (e) ~~when called upon to do so by the United States in connection with any~~  
7 Federal Proceeding, testifying in grand jury, trial, and other judicial proceedings in the  
8 United States fully, truthfully, and under oath, subject to the penalties of perjury (18  
9 U.S.C. § 1621), making false statements or declarations in grand jury or court proceedings  
10 (18 U.S.C. § 1623), contempt (18 U.S.C. §§ 401- 402), and obstruction of justice (18  
11 U.S.C. § 1503); and

12 (f) agreeing that, if the agreement not to prosecute him or her in this Plea  
13 Agreement is rendered void under Paragraph 17(c), the statute of limitations period for any  
14 Relevant Offense as defined in Paragraph 17(a) will be tolled as to him or her for the  
15 period between the date of the signing of this Plea Agreement and six (6) months after the  
16 date that the United States gave notice of its intent to void its obligations to that person  
17 under the Plea Agreement.

#### 18 GOVERNMENT'S AGREEMENT

19 16. Upon acceptance of the guilty plea called for by this Plea Agreement and the  
20 imposition of the recommended sentence, and subject to the cooperation requirements of  
21 Paragraph 14 of this Plea Agreement, the United States agrees that it will not bring further  
22 criminal charges against the Defendant or any Related Entities for any act or offense committed  
23 before the date of this Plea Agreement that was undertaken in furtherance of an antitrust  
24 conspiracy involving the production or sale of DRAM in the United States and elsewhere  
25 (including, for purposes of Paragraphs 14 and 16, RDRAM), or undertaken in connection with any  
26 investigation of such a conspiracy. The nonprosecution terms of this Paragraph do not apply to  
27 civil matters of any kind, to any violation of the federal tax or securities laws, or to any crime of  
28 violence.

1 17. The United States agrees to the following:

2 (a) Upon the Court's acceptance of the guilty plea called for by this Plea  
3 Agreement and the imposition of the recommended sentence and subject to the exceptions  
4 noted in Paragraph 17(c), the United States will not bring criminal charges against any  
5 current or former director, officer, or employee of the Defendant or its Related Entities for  
6 ~~any act or offense committed before the date of this Plea Agreement and while that person~~  
7 was acting as a director, officer, or employee of the Defendant or its Related Entities that  
8 was undertaken in furtherance of an antitrust conspiracy involving the production or sale  
9 of DRAM in the United States and elsewhere, or undertaken in connection with any  
10 investigation of such a conspiracy ("Relevant Offense"), except that the protections  
11 granted in this Paragraph shall not apply to C.Y. Choi, C.K. Chung, D.S. Kim, K.C. Suh,  
12 and Gary Swanson;

13 (b) Should the United States determine that any current or former director,  
14 officer, or employee of the Defendant or its Related Entities may have information  
15 relevant to any Federal Proceeding, the United States may request that person's  
16 cooperation under the terms of this Plea Agreement by written request delivered to counsel  
17 for the individual (with a copy to the undersigned counsel for the Defendant) or, if the  
18 individual is not known by the United States to be represented, to the undersigned counsel  
19 for the Defendant;

20 (c) If any person requested to provide cooperation under Paragraph 17(b) fails  
21 to comply with his or her obligations under Paragraph 15, then the terms of this Plea  
22 Agreement as they pertain to that person, and the agreement not to prosecute that person  
23 granted in this Plea Agreement, shall be rendered void;

24 (d) Except as provided in Paragraph 17(e), information provided by a person  
25 described in Paragraph 17(b) to the United States under the terms of this Plea Agreement  
26 pertaining to any Relevant Offense, or any information directly or indirectly derived from  
27 that information, may not be used against that person in a criminal case, except in a  
28 prosecution for perjury (18 U.S.C. § 1621), making a false statement or declaration



1 (18 U.S.C. §§ 1001, 1623), or obstruction of justice (18 U.S.C. § 1503);

2 (e) If any person who provides information to the United States under this Plea  
3 Agreement fails to comply fully with his or her obligations under Paragraph 15 of this Plea  
4 Agreement, the agreement in Paragraph 17(d) not to use that information or any  
5 information directly or indirectly derived from it against that person in a criminal case  
6 shall be rendered void;

7 (f) The nonprosecution terms of this Paragraph do not apply to civil matters of  
8 any kind, to any violation of the federal tax or securities laws, or to any crime of violence;  
9 and

10 (g) Documents provided under Paragraphs 14(a) and 15(a) shall be deemed  
11 responsive to outstanding grand jury subpoenas issued to the Defendant and/or any of its  
12 Related Entities.

13 18. The United States agrees that when any person travels to the United States for  
14 interviews, grand jury appearances, or court appearances pursuant to this Plea Agreement, or for  
15 meetings with counsel in preparation therefor, the United States will take no action, based upon  
16 any Relevant Offense, to subject such person to arrest, detention, or service of process, or to  
17 prevent such person from entering or departing the United States. This Paragraph does not apply  
18 to an individual's commission of perjury (18 U.S.C. § 1621), making false statements (18 U.S.C.  
19 § 1001), making false statements or declarations in grand jury or court proceedings (18 U.S.C. §  
20 1623), obstruction of justice (18 U.S.C. § 1503), or contempt (18 U.S.C. §§ 401- 402) in  
21 connection with any testimony or information provided or requested in any Federal Proceeding.

22 19. The Defendant understands that it may be subject to administrative action by  
23 federal or state agencies other than the United States Department of Justice, Antitrust Division,  
24 based upon the conviction resulting from this Plea Agreement, and that this Plea Agreement in no  
25 way controls whatever action, if any, other agencies may take. However, the United States agrees  
26 that, if requested, it will advise the appropriate officials of any governmental agency considering  
27 such administrative action of the fact, manner, and extent of the cooperation of the Defendant and  
28 its Related Entities, including the fact that the United States would have moved for a downward

1 departure from the Guidelines fine range pursuant to U.S.S.G. § 8C4.1, but for the fact that the  
2 amount of the fine that the United States would have recommended as a downward departure for  
3 substantial assistance provided still would have exceeded Defendant's ability to pay.

4 **REPRESENTATION BY COUNSEL**

5 20. The Defendant has been represented by counsel and is fully satisfied that its  
6 attorneys have provided competent legal representation. The Defendant has thoroughly reviewed  
7 this Plea Agreement and acknowledges that counsel has advised it of the nature of the charge, any  
8 possible defenses to the charge, and the nature and range of possible sentences.

9 **VOLUNTARY PLEA**

10 21. The Defendant's decision to enter into this Plea Agreement and to tender a plea of  
11 guilty is freely and voluntarily made and is not the result of force, threats, assurances, promises, or  
12 representations other than the representations contained in this Plea Agreement. The United  
13 States has made no promises or representations to the Defendant as to whether the Court will  
14 accept or reject the recommendations contained within this Plea Agreement.

15 **VIOLATION OF PLEA AGREEMENT**

16 22. The Defendant agrees that, should the United States determine in good faith,  
17 during the period that any Federal Proceeding is pending, that the Defendant or any of its Related  
18 Entities has failed to provide full and truthful cooperation, as described in Paragraph 14 of this  
19 Plea Agreement, or has otherwise violated any provision of this Plea Agreement, the United States  
20 will notify counsel for the Defendant in writing by personal or overnight delivery or facsimile  
21 transmission and may also notify counsel by telephone of its intention to void any of its  
22 obligations under this Plea Agreement (except its obligations under this Paragraph), and the  
23 Defendant and its Related Entities shall be subject to prosecution for any federal crime of which  
24 the United States has knowledge including, but not limited to, the substantive offenses relating to  
25 the investigation resulting in this Plea Agreement. The Defendant may seek Court review of any  
26 determination made by the United States under this Paragraph to void any of its obligations under  
27 the Plea Agreement. The Defendant and its Related Entities agree that, in the event that the  
28 United States is released from its obligations under this Plea Agreement and brings criminal

1 charges against the Defendant or its Related Entities for any offense referred to in Paragraph 16 of  
2 this Plea Agreement, the statute of limitations period for such offense will be tolled for the period  
3 between the date of the signing of this Plea Agreement and six months after the date the United  
4 States gave notice of its intent to void its obligations under this Plea Agreement.

5 23. The Defendant understands and agrees that in any further prosecution  
6 of it or its Related Entities resulting from the release of the United States from its obligations  
7 under this Plea Agreement, because of the Defendant's or its Related Entities' violation of the  
8 Plea Agreement, any documents, statements, information, testimony, or evidence provided by it,  
9 its Related Entities, or its current directors, officers, or employees of it or its Related Entities, to  
10 attorneys or agents of the United States, federal grand juries, or courts, and any leads derived  
11 therefrom, may be used against it or its Related Entities in any such further prosecution. In  
12 addition, the Defendant unconditionally waives its right to challenge the use of such evidence in  
13 any such further prosecution, notwithstanding the protections of Fed. R. Evid. 410.

14 **ENTIRETY OF AGREEMENT**

15 24. This Plea Agreement constitutes the entire agreement between the United States  
16 and the Defendant concerning the disposition of the criminal charge in this case. This Plea  
17 Agreement cannot be modified except in writing, signed by the United States and the Defendant.

18 25. The undersigned is authorized to enter this Plea Agreement on behalf of the  
19 Defendant as evidenced by the Resolution of the Board of Directors of the Defendant attached to,  
20 and incorporated by reference in, this Plea Agreement.

21 26. The undersigned attorneys for the United States have been authorized  
22 by the Attorney General of the United States to enter this Plea Agreement on behalf of the United  
23 States.

24 27. A facsimile signature shall be deemed an original signature for the purpose of  
25 executing this Plea Agreement. Multiple signature pages are authorized for the purpose of  
26 executing this Plea Agreement.

27  
28

1 DATED: April 20, 2005

2 AGREED

3  
4 BY: Chang Sun

5 Hynix Semiconductor Inc.  
6 San 136-1, Ami-ri, Bubal-eub  
7 Ichon-si, Kyoungki-do  
8 Republic of Korea  
9 SON, SANGSOO

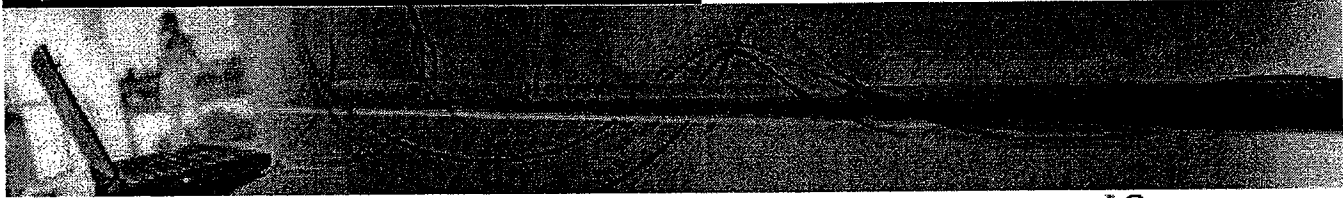
10 BY: Michael F. Tubach

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## Micron Technology, Inc., Responds to Recent Article

[Contact Info](#)

**Boise, Idaho, November 11, 2004** -- Micron Technology, Inc., today clarified and corrected a recent story about the company that appeared in the November 3, 2004, issue of Electronics Weekly regarding the pending U.S. Department of Justice (DOJ) investigation into pricing in the DRAM industry.

Since the beginning of the investigation, Micron has indicated it is cooperating fully and actively with the DOJ. Micron's cooperation is pursuant to the terms of the DOJ's Corporate Leniency Policy, which provides that in exchange for Micron's full, continuing and complete cooperation in the pending investigation, Micron will not be subject to prosecution, fines, or other penalties.

Micron's Chairman, Chief Executive Officer and President Steve Appleton stated, "Today's business environment demands broad company awareness and adherence to the principles of good corporate governance and legal compliance. It also requires cooperation with government agencies in investigations of possible wrongdoing."

Appleton continued, "Although a recent Electronics Weekly article suggested that I believe it is not possible to control prices in this industry and that the DOJ's investigation is theoretical, neither is the case. The DOJ's investigation revealed evidence of price fixing by Micron employees and its competitors on DRAM sold to certain computer and server manufacturers. Nevertheless, if Micron fully complies with the Corporate Leniency Policy, Micron will not be subject to criminal sanctions or fines, notwithstanding Micron's involvement in the misconduct."

Appleton stated further, "Micron deplors any effort to fix or stabilize prices and is committed to rectifying past behavior and ensuring any misconduct will not recur. Micron is dedicated to strong governance practices and comprehensive compliance programs. These efforts include global programs to ensure our employees understand how to interact appropriately with competitors, suppliers and customers. Our belief in these principles guides the company's long-standing commitment to strong governance practices and our implementation of up-to-date, comprehensive compliance programs. Micron continues to cooperate fully and actively with the DOJ in its investigation."

Micron Technology, Inc., is one of the world's leading providers of advanced semiconductor solutions. Through its worldwide operations, Micron manufactures and markets DRAM, Flash memory, CMOS image sensors, other semiconductor components and memory modules for use in leading-edge computing, consumer, networking, and mobile products. Micron's common stock is traded on the New York Stock Exchange (NYSE) under the MU symbol. To learn more about Micron Technology, Inc., visit its Web site at [www.micron.com](http://www.micron.com).

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Los Angeles, California 90017

Re: Rambus Inc. v. Micron Technology, Inc., Case No. 04-431105

Dear Counsel:

I am writing pursuant to paragraph 34 of the Protective Order in this case to propose two modifications to the Order. We would propose that language be added to paragraphs 12-13 (and any other relevant paragraphs) that would allow the documents described therein to be disclosed to the parties' directors, upon the execution by the director of Exhibit A to the Order. Rambus requests this modification because of the importance of this litigation to Rambus and the need of Rambus' Board of Directors to assess the evidence presented by the parties. For your convenience, I have enclosed some information about the Board members.

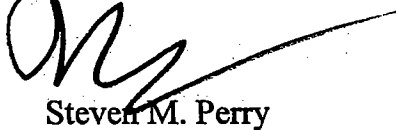
The second modification would involve the addition of language allowing the parties to disclose "Designated Materials" to any representative of a government agency. As you may know, there is a similar provision in the *Hynix v. Rambus* protective order. In light of the pending investigations by at least the DOJ and European Commission into DRAM price fixing, and in light of the recent disclosure by the DOJ that Hynix has agreed to cooperate in the DOJ's investigation of RDRAM price fixing, Rambus believes that the parties should be

Kenneth O'Rourke, Esq.  
Adrian Pruetz, Esq.  
James L. McGinnis, Esq.  
July 21, 2005  
Page 2

able to discuss with governmental representatives the evidence obtained for use in this case in addition to that obtained in the *Hynix v. Rambus* case.

We would like to avoid motion practice on these issues but are preparing to file a motion next week if we cannot come to an agreement. Please direct any responses or inquiries on this issue to me.

Sincerely,

A handwritten signature in black ink, appearing to be "SMP", with a long horizontal flourish extending to the right.

Steven M. Perry

SMP:ei

Enclosure

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Re: Rambus Inc. v. Micron Technology, Inc., Case No. 04-431105

Dear Counsel:

I have not heard from any of you in response to my July 21, 2005 letter (copy attached). Please let me know if we will be able to reach agreement on the revisions to the Protective Order described in my letter.

Sincerely,

  
Steven M. Perry

SMP:ei

Enclosure





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August 1, 2005

OUR FILE NUMBER  
409,022-3

VIA FACSIMILE

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WRITER'S E-MAIL ADDRESS  
korourke@omm.com

Re: *Rambus, Inc. v. Micron Technology, Inc., et al.*  
Case No. CGC-04-431105

Dear Steve:

I am writing in response to your letter of July 21, 2005, proposing to modify the Protective Order in this case. The Hynix parties do not agree to your proposed amendments.

As you know, the parties extensively negotiated the Protective Order for nearly a year. Since that time, Hynix agreed to your May 18, 2005, request to allow a single board member, U.S. District Judge Abraham Sofaer (Ret.), to view designated litigation materials in this case. We do not think it is appropriate for all Rambus board members to do so. Nor do we think it is acceptable for Rambus to use documents from this case for discussions with governmental representatives when the parties specifically agreed that designated materials "shall only be used by the parties and their counsel for the purpose of the prosecution or defense of this litigation, including preparing for and conducting pre-trial, trial, and post-trial proceedings in this action." (Protective Order ¶ 8).

Sincerely,

Kenneth R. O'Rourke  
of O'Melveny & Myers LLP

cc: James McGinnis, Esq.  
Adrian Pruetz, Esq.

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STEPHEN D. ROSE  
JEFFREY L. BLEICH  
GARTH T. VINCENT  
TED DANE  
MARK SHINDERMAN  
STUART H. SENATOR  
MARTIN D. BERN  
DANIEL P. COLLINS  
STEVEN B. WEISBURD  
EDWARD C. HAGEROTT, JR.  
RICHARD E. DRGOYAN  
ROBERT L. DELL ANGELO  
BRUCE A. ABBOTT  
JONATHAN E. ALTMAN  
MARY ANN TODD  
MICHAEL J. O'SULLIVAN  
KELLY M. KLAUS  
DAVID B. GOLDMAN  
BURTON A. GROSS  
KEVIN S. MASUDA  
HOJOON HWANG  
KRISTIN S. ESCALANTE  
DAVID C. DINIELLI  
ANDREA WEISS JEFFRIES  
PETER A. DETRE  
PAUL J. WATFORD  
DANA S. TREISTER  
CARL H. MOOR  
DAVID M. ROSENZWEIG  
TODD E. MOLZ  
LISA J. DEMSKY

MALCOLM A. HEINICKE  
GREGORY J. WEINGART  
TAMERLIN J. GODLEY  
JAMES C. RUTTEN  
J. MARTIN WILLHITE  
RICHARD ST. JOHN  
ROHIT K. SINGLA  
ALLISON B. STEIN  
MARSHA HYMANSON  
SUSAN R. SZABO  
LINDA S. GOLDMAN  
LINDA M. BURROW  
NATALIE PACES STONE  
BRETT J. RODDA  
CAROLYN HOECKER LUEDTKE  
JOSEPH S. KAPACH  
LISA VANCE CASTLETON  
MONIKA S. WIENER  
JOHN P. HUNT  
LYNN HEALEY SCADUTO  
C. DAVID LEE  
BAYRON T. GILCHRIST  
RANDALL G. SOMMER  
BROOKS E. ALLEN  
EMILY M. STEPHENS  
"XRON" M. MAY  
SHONT E. MILLER  
MARIA SEFERIAN  
JASON L. HAAS  
MANUEL F. CACHAN  
ERIC J. LORENZINI  
MEGAN M. LA BELLE  
KATHERINE K. HUANG  
SARAH KURTIN  
KATHERINE M. FORSTER  
ROSEMARIE T. RING  
JOSEPH J. YBARRA  
ANNE M. VOIGTS  
AILSA W. CHANG  
AMANDA SCHREIBER  
BLANCA FROMM YOUNG

ROBERT E. SATTERTHWAITE  
ÖZGE GÜZELSU  
LINDSAY D. MCCASKILL  
MARK H. KIM  
KATE K. ANDERSON  
ALISON J. MARKOVITZ  
LOREN KESSLER-HIGGINS  
E. DORSEY HEINE  
SAMUEL N. WEINSTEIN  
PAUL M. ROHRER  
KIT AUGUSTSON  
JAY K. GHYA  
SUSAN TRAJB BOYD  
JOHN C. DAY  
JENNIFER L. POLSE  
TODD J. ROSEN  
DANIEL L. GEYSER  
BRIAN R. HOCHLEUTNER  
DEAN N. KAWAMOTO  
GRANT A. DAVIS-DENNY  
E. MARTIN ESTRADA  
JASON RANTANEN  
AMY C. TOVAR  
REBECCA GOSSE LYNCH  
JOHATHAN H. BLAVIN  
"JOHN" R. GRIFFIN  
DAVID M. SWEET  
KAREN J. FESSLER  
MICHELLE T. FRIEDLAND  
J. RAZA LAWRENCE  
MICHAEL T. KOVALESKI  
LIKA C. MIYAKE  
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(RETIRED)

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(213) 683-9133  
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steven.perry@mto.com

VIA FACSIMILE AND U.S. MAIL

Adrian Pruetz, Esq.  
Quinn Emanuel Urquhart Oliver & Hedges LLP  
865 S. Figueroa Street, 10<sup>th</sup> Floor  
Los Angeles, California 90017

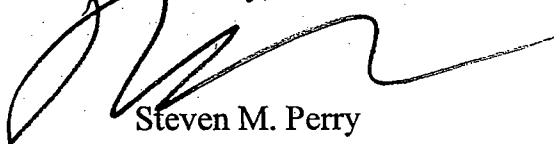
James L. McGinnis, Esq.  
Sheppard, Mullin, Richter & Hampton LLP  
Four Embarcadero Center, 17th Floor  
San Francisco, California 94111-4106

Re: Rambus Inc. v. Micron Technology, Inc., Case No. 04-431105

Dear Counsel:

I have not received a response from either of you to my July 21, 2005 letter (copy enclosed). Should I assume that Micron and Samsung are joining in the positions taken by Hynix, as reflected in Mr. O'Rourke's August 1, 2005 letter?

Sincerely,



Steven M. Perry

SMP:ei

Enclosure

**SHEPPARD MULLIN**

SHEPPARD MULLIN RICHTER & HAMPTON LLP

ATTORNEYS AT LAW

17th Floor | Four Embarcadero Center | San Francisco, CA 94111-4106  
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Our File Number: 08Z8-118148

August 5, 2005

Steven M. Perry  
Munger, Tolles & Olson LLP  
355 S. Grand Ave., 35th Floor  
Los Angeles, CA 90071-1560

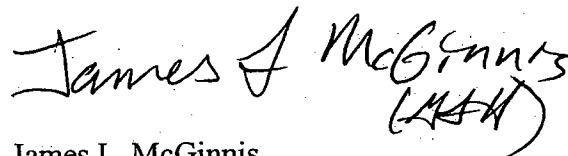
Re: Rambus, Inc. v. Micron Technology, Inc.  
Case No. 0-4431105

Dear Mr. Perry:

I have reviewed your letter of July 21, 2005. We do not think your proposed changes are appropriate. As you know, Samsung is not a party to the *Hynix v. Rambus* protective order.

I am available to discuss the issues in more detail.

Very truly yours,



James L. McGinnis

for SHEPPARD MULLIN RICHTER & HAMPTON LLP

W02-SF:SJM\61462382.1

cc: Kenneth O'Rourke, Esq.  
Adrian Pruetz, Esq.

**quinn emanuel** trial lawyers | las angeles

865 South Figueroa Street, 10th Floor, Los Angeles, California 90017 | TEL 213 443 3000 FAX 213 443 3100

August 29, 2005

**VIA FACSIMILE**

Steven M. Perry, Esq.  
Munger, Tolles & Olson LLP  
355 South Grand Avenue, 35th Floor  
Los Angeles, California 90071-1560

Rambus, Inc. v. Micron Technology, Inc., et al.  
Case No. CGC-04-431105

Dear Steve:

I am writing in response to your letter of July 21, 2005, proposing to modify the Protective Order in this case. The Micron parties do not agree to your proposed amendments.

The parties agreed that "Designated Materials" may be given, shown or made available to no more than four in-house counsel and employees of a party. (Protective Order ¶ 12(h)). Thus, we do not think it is appropriate for all Rambus board members to have access to the documents described in paragraphs 12-13 of the Protective Order. Nor do we think it is acceptable for Rambus to use documents from this case for discussions with governmental representatives when the parties specifically agreed that designated materials "shall only be used by the parties and their counsel for the purpose of the prosecution or defense of this litigation, including preparing

**quinn emanuel urquhart oliver & hedges, llp**

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SAN FRANCISCO | 30 California Street, 20th Floor, San Francisco, California 94111 | TEL 415 855 0000 FAX 415 855 0500  
SILICON VALLEY | 351 Twin Dolphin Drive, Suite 500, Redwood Shores, California 94065 | TEL 650 801 3000 FAX 650 801 3100  
PALM SPRINGS | 15 025 Mainway Drive, Suite 100, Indian Wells, California 92210 | TEL 760 445 4150 FAX 760 445 2911  
SAN DIEGO | 4445 La Jolla Village Drive, Suite 200, San Diego, California 92161 | TEL 858 812 4100 FAX 858 812 4110

for and conducting pre-trial, trial, and post-trial proceedings in this action." (Protective Order ¶ 8).

Sincerely,



Diane C. Hutnyan

DCH:mk

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cc: James McGinnis, Esq.  
Kenneth R. O' Rourke, Esq.

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By \_\_\_\_\_

[MULTIPLE COUNSEL LISTED ON SIGNATURE PAGES]

**FILED**  
San Francisco County Superior Court

MAY 12 2005

23630

GORDON PARK-LI, Clerk

BY: \_\_\_\_\_ Deputy Clerk

**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF SAN FRANCISCO**

**RAMBUS INC.,**

Plaintiff,

v.

**MICRON TECHNOLOGY, INC.,** a Delaware corporation; **MICRON SEMICONDUCTOR PRODUCTS, INC.,** An Idaho corporation; **HYNIX SEMICONDUCTOR, INC.,** A Korean corporation; **HYNIX SEMICONDUCTOR AMERICA, INC.,** A California corporation; **SIEMENS AG,** A German corporation; **SIEMENS CORPORATION,** a Delaware corporation; **INFINEON TECHNOLOGIES AG,** a German corporation; **INFINEON TECHNOLOGIES NORTH AMERICA CORPORATION,** a Delaware corporation; and **DOES 1 through 50, inclusive,**

Defendants

Case No. 04-431105

**STIPULATION AND [PROPOSED] PROTECTIVE ORDER**

WHEREAS, the parties have determined that certain documents, testimony and information to be provided or produced in this action contain confidential information (as defined below), the unrestricted disclosure of which would be detrimental to legitimate commercial or privacy interests.

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STIPULATION AND [PROPOSED] PROTECTIVE ORDER



1           3.     The term "Confidential" as used in this Protective Order means Litigation  
2 Materials that the producing party believes in good faith constitute, contain, and/or reflect  
3 sensitive information, such as trade secret, research and development, or proprietary,  
4 financial or other confidential business or commercial matter, company financial or  
5 sensitive information, or personal financial or sensitive information.  
6

7           4.     The term "Highly Confidential" as used in this Protective Order means  
8 Litigation Materials that the producing party believes in good faith constitute, contain,  
9 and/or reflect sensitive information that would not be adequately protected under the  
10 procedures set forth herein for Litigation Materials designated as "Confidential." For  
11 instance, documents containing competitively sensitive trade secrets, or other confidential  
12 research and development or proprietary business information, the disclosure of which to  
13 other parties or third parties would competitively disadvantage the producing party, may  
14 be designated as "Highly Confidential."  
15

16           5.     The terms "Confidential" or "Highly-Confidential" as used in this Protective  
17 Order also mean Litigation Materials that have been provided to a party to this litigation  
18 by an individual or entity who is not a party to this litigation pursuant to: (i) a non-  
19 disclosure agreement (or an agreement containing a non-disclosure provision), or (ii) a  
20 protective order entered in another action where Litigation Materials to be produced  
21 herein have been designated "Confidential" or "Highly-Confidential" (or have been given  
22 similar designations).  
23

24           6.     Litigation Materials designated as "Confidential" or "Highly Confidential"  
25 shall be referred to herein collectively as "Designated Materials." All Designated  
26 Materials shall be produced for inspection in their original form or as a clear, legible and  
27 accurate copy.  
28



1           7.     Nothing contained in this Protective Order shall prevent a party from  
2 redesignating and reproducing for this litigation a document that was previously produced  
3 in other litigation.

- 4           a.     If in response to a request for production in this litigation a party  
5 specifies that certain documents previously produced in other  
6 litigation should be deemed to have been produced in this case as  
7 well, the following provisions shall govern the treatment of those  
8 specified documents. The specified documents, including any  
9 documents from the FTC litigation against Rambus, whether such  
10 documents were produced by a defendant to Rambus or by Rambus  
11 to a defendant (and including third party documents) (hereafter  
12 "previously produced document(s)"), shall be deemed to have been  
13 produced in this litigation and shall be governed by the terms of this  
14 Protective Order. Any specified documents that were previously  
15 produced under either an "Outside Attorneys' Eyes Only," "Outside  
16 Counsel Only," "Attorneys' Eyes Only," "Special Confidential" or  
17 "Highly Confidential" designation shall be treated as "Highly  
18 Confidential" documents under this Protective Order. Any specified  
19 documents that were previously produced under a "Confidential"  
20 designation shall be treated as "Confidential" under this Protective  
21 Order. Nothing contained in this Protective Order shall authorize any  
22 delay in production of documents in other litigation between any  
23 defendant and Rambus, nor require the production of any additional  
24 copy of documents already in the possession of a party. This  
25 Protective Order does not change or alter the terms or obligations of  
26 the parties to any other protective orders in place in other actions.
- 27           b.     Notwithstanding the terms of Paragraph 7(a) above, if either Rambus  
28 or Hynix desires to produce to one another in response to discovery

1 requests in this litigation documents or information produced in the  
2 Northern District of California case entitled Hynix, et al. v. Rambus,  
3 CV-00-20905 RMW (the "Federal Hynix/Rambus case"), Rambus or  
4 Hynix may specify the production number or other specific  
5 identifying information of the documents or information to be  
6 produced and state that said materials are to be deemed produced in  
7 this case. In this event, the documents or information so produced by  
8 designation shall remain governed by and protected by the terms of  
9 the Protective Order in the Federal Hynix/Rambus case, permitting  
10 no greater or lesser access to the information by employees of  
11 Rambus or Hynix than is permitted under the Protective Order in the  
12 Federal Hynix/Rambus case. This paragraph 7(b) applies only to  
13 Hynix and Rambus and the documents and information covered by  
14 the Protective Order in the Federal Hynix/Rambus case. All  
15 signatories to this Protective Order, other than Rambus and Hynix,  
16 shall maintain the confidentiality of such documents and information  
17 pursuant to the remaining terms of this Protective Order by treating  
18 them as "Confidential" or "Highly Confidential" as appropriate under  
19 Paragraph 7(a). Likewise, Hynix and Rambus shall treat the  
20 documents and information produced by all other producing parties  
21 pursuant to the terms of the Protective Order in this case.

22  
23 8. Designated Materials requested and exchanged between any of the parties to  
24 this litigation shall only be used by the parties and their counsel for the purpose of the  
25 prosecution or defense of this litigation, including preparing for and conducting pre-trial,  
26 trial, and post-trial proceedings in this action. Designated Materials shall not be disclosed  
27 to anyone, except as provided herein, including the parties themselves.

1           9. Deposition testimony may be designated as "Confidential" or "Highly  
2 Confidential" by counsel stating on the record during the deposition that all or part of  
3 this testimony is designated "Confidential" or "Highly Confidential" or by designating the  
4 deposition transcript or portions thereof as "Confidential" or "Highly Confidential" within  
5 the time in which the witness may sign the deposition transcript. During the time within  
6 which the witness may sign the transcript, all testimony (not otherwise designated) shall  
7 be deemed "Confidential." No person shall be present during portions of the depositions  
8 designated "Confidential" or "Highly Confidential," unless such person is authorized  
9 under the terms of this Protective Order to receive Litigation Materials containing such  
10 confidential information or unless the designating party consents to such person being  
11 present.

12  
13           10. Nothing in this Protective Order affects the rights of the party or nonparty  
14 that produced the Designated Materials to use or disclose them in any way. Such  
15 disclosure shall not waive the protections of this Protective Order and shall not entitle  
16 other parties, non-parties, or their attorneys to use or disclose the Designated Materials in  
17 violation of the Protective Order, unless they become unprotected pursuant to paragraph  
18 18 of this Protective Order.

19  
20           11. Whenever any party determines in good faith that Litigation Materials a  
21 nonparty produced contain "Confidential" or "Highly Confidential" Litigation Materials,  
22 that party may designate such materials as "Confidential" or "Highly Confidential," even  
23 when the Litigation Materials have not been so designated by the nonparty producing  
24 them. Subject to the dispute resolution process set forth herein, said designations shall be  
25 made as soon as reasonably possible.



1 **Authorized Recipients of "Confidential" and "Highly Confidential" Materials**

2 12. Designated Materials marked or treated as "Confidential," or copies or  
3 extracts therefrom and the information therein, may be given, shown, made available to,  
4 or communicated to only the following:

- 5 a. ~~The Court,~~
- 6 b. Court personnel, mediators, special masters, discovery referees, and  
7 court reporters and videographers recording testimony in this action;
- 8 c. Outside counsel for the named parties and employees of such counsel  
9 to whom it is necessary that the Litigation Materials be shown for  
10 purposes of this litigation;
- 11 d. Consultants and experts assisting counsel in this litigation who have  
12 executed the Agreement attached hereto as Exhibit A, provided that  
13 the provisions of paragraph 15 are complied with;
- 14 e. Employees of copying, imaging, and computer services for the  
15 purpose of copying, imaging, or organizing documents;
- 16 f. The author, addressees, and recipients of the documents;
- 17 g. Any other person upon the prior written agreement of the party or  
18 non-party who designated the Litigation Materials as "Confidential"  
19 (which agreement may be recorded in a deposition or other  
20 transcript); and
- 21 h. No more than four in-house counsel and employees of a party or its  
22 affiliate as long as each such person has executed the Agreement  
23 attached hereto as Exhibit A.
- 24

25 13. With the exception of the two subsets of "Highly Confidential" Litigation  
26 Materials discussed in paragraph 14, Designated Materials marked or treated as "Highly  
27 Confidential," or copies or extracts therefrom and the information therein, may be given,  
28 shown, made available to, or communicated to only the following:

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- a. The Court,
- b. Court personnel, mediators, special masters, discovery referees, and court reporters and videographers recording testimony in this action;
- c. Outside counsel for the named parties and employees of such counsel to whom it is necessary that the Litigation Materials be shown for purposes of this litigation;
- d. Consultants and experts assisting counsel in this litigation who have executed the Agreement attached hereto as Exhibit A, provided that the provisions of paragraph 15 are complied with;
- e. Employees of copying, imaging, and computer services for the purpose of copying, imaging, or organizing documents;
- f. The author, addressees and recipients of the documents; and
- g. Any other person upon the prior written agreement of the party or non-party who designated the Litigation Materials as "Highly Confidential" (which agreement may be recorded in a deposition or other transcript); and
- h. The in-house counsel or employees who are listed on Exhibit B attached hereto and have executed the Agreement attached hereto as Exhibit A before undertaking such review. The in-house lawyer/employee to whom any "Highly Confidential" Litigation Materials are disclosed shall (i) not make or have made copies of the producing party's Highly Confidential Litigation Materials; and (ii) not communicate the contents or a summary of any "Highly Confidential" Litigation Materials to other employees, officers or agents of the receiving party, other than outside counsel of record. The viewing party shall take reasonable steps to prevent access by unauthorized persons.

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i. If any party wishes to disclose "Highly Confidential" Litigation Materials to an additional employee pursuant to paragraph 13(h) above, then the following provisions shall apply: (i) the employee must sign the Agreement attached hereto as Exhibit A; (ii) that party must first identify in writing to the attorneys for all parties the name of the employee and a general description of his or her employment sufficient to allow the producing or designating party to determine if it will object to the disclosure of its "Highly Confidential" information to that employee, similar in form to the descriptions on Exhibit B; and (iii) the attorney for the producing or designating party shall have five (5) court days from receipt of such notice to object to such disclosure, and any objections not informally resolved shall be the subject of a regularly noticed motion by the party seeking to disclose the information.

14. As described in Exhibit B, certain persons referenced in paragraph 13(h) above are prohibited access to the following two subcategories of Highly Confidential Materials:

- a. Highly Confidential Materials that include trade secret or otherwise confidential and/or proprietary technical information that would not otherwise be available to receiving parties and could be put to advantage in the prosecution of or interfering with patents or the design/development of technology or products shall be designated "Highly Confidential-IP" (standing for "Highly Confidential-Intellectual Property").
- b. Highly Confidential Materials that include competitively sensitive business information that evidence current or future business plans of a party or a producing party shall be designated "Highly

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1 Confidential-BP" (standing for "Highly Confidential: Business  
2 Plans"). The term "business plans" refers to any plans or strategies  
3 that are currently in effect, or that are to be implemented in the  
4 future, for development, production, marketing, market analysis,  
5 pricing, licensing or sales as of the date that the Litigation Materials  
6 are produced.

7 15. If any party wishes to disclose Litigation Materials produced by any other  
8 party and designated "Confidential" or "Highly Confidential" to any expert or consultant,  
9 the expert or consultant must sign the Agreement attached hereto as Exhibit A. Nothing  
10 in this Protective Order shall require that non-testifying experts or consultants be deposed  
11 or otherwise be the subject of discovery. In addition, if any party desires to disclose  
12 another party's information designated "Confidential" or "Highly Confidential" to any  
13 expert or consultant pursuant to paragraph 12(d) or 13(d) above and that person, in the  
14 five years prior to the date this Protective Order is entered, either has been employed by or  
15 served as a consultant to any party (or their predecessors), or any of the entities listed on  
16 Exhibit C hereto, then and only then, the following provisions shall apply:

- 17 a. that party must first identify in writing to the attorneys for all parties  
18 the name of the expert or consultant and a general description of the  
19 nature of that engagement sufficient to allow the producing or  
20 designating party to determine if it will object to the disclosure of its  
21 "Confidential" or "Highly Confidential" information to that expert or  
22 consultant, unless the producing party agrees to permit disclosure  
23 without such information; and  
24 b. the attorney for the producing or designating party shall have five (5)  
25 court days from receipt of such notice to object to such disclosure,  
26 and any objections not informally resolved shall be the subject of a  
27 regularly noticed motion by the party seeking to disclose the  
28 information.



1           16. A file shall be maintained by the law firm of record for each party of all  
2 written Agreements signed by persons who have received Litigation Materials from that  
3 party or persons affiliated with that party.  
4

5                           **Maintenance of Designated Materials**

6           17. Counsel for the parties shall (a) maintain all documents and things  
7 containing "Confidential" or "Highly Confidential" Litigation Materials of another party  
8 in a secure place that is reasonably inaccessible to anyone other than those persons  
9 authorized under this Protective Order to receive such information, and (b) take  
10 reasonable steps to ensure that such information is not disclosed to other persons.  
11

12                           **Filing of "Confidential" or "Highly Confidential" Materials**

13           18. Any Litigation Material designated as "Confidential" or "Highly  
14 Confidential" that is to be used or filed with the Court in this action and any pleading or  
15 other paper containing "Confidential" or "Highly Confidential" Litigation Materials, shall  
16 be lodged with the Court conditionally under seal in the manner set forth in CRC rule  
17 243.2, but a party lodging another party's "Confidential" or "Highly Confidential"  
18 Litigation Materials conditionally under seal shall not be obligated to make a motion in  
19 the first instance to seal such documents. Such documents shall be unsealed and publicly  
20 filed, unless the party who originally designated such documents, or any other party who  
21 desires such documents be sealed, files an application pursuant to CRC rules 243.1 and  
22 243.2, to have such documents filed under seal, or to obtain an extension of time to file  
23 such application, within ten (10) days after service of notice upon the parties under CRC  
24 rule 243.2. See Huffly Corp. v. Superior Court, 112 Cal. App. 4th 97 (2003).  
25

26           19. As to any non-parties, any party who wishes to file Litigation Materials  
27 designated "Confidential" or "Highly Confidential" by a non-party shall likewise  
28 originally lodge such documents conditionally under seal, and provide contemporaneous  
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1 notice to such non-party of doing so, and such documents shall be unsealed and publicly  
2 filed, unless such non-party, or any other party who desires such documents to remain  
3 under seal, files an application pursuant to CRC rules 243.1 and 243.2 to have such  
4 documents filed under seal, or to obtain an extension of time to file such application,  
5 within ten (10) days after service of notice upon the non-party and the parties under CRC  
6 rule 243.2.

7  
8 20. When Designated Materials are filed with or reflected in pleadings in a  
9 manner that discloses the confidential material, or used as evidence, subject to the  
10 provisions of CRC rules 243.1, *et seq.*, they shall be lodged conditionally under seal.  
11 Envelopes used to lodge Designated Materials marked or treated as "Confidential" or  
12 "Highly Confidential" shall be labeled with a statement substantially in the following  
13 form:

14 **CONFIDENTIAL [or HIGHLY CONFIDENTIAL] INFORMATION**  
15 **SUBJECT TO PROTECTIVE ORDER**  
16 *Rambus Inc. v. Micron Technology Inc., et al.*  
17 *Case No. 04-431105*  
18 *San Francisco County Superior Court*

19 21. Discovery motions shall be an exception to the general provisions of  
20 paragraphs 17-19, above. Any Litigation Materials designated "Confidential" or "Highly  
21 Confidential" that are to be used or filed with the Court or court appointed referee in  
22 connection with discovery related motions in this action, and any supporting papers  
23 containing "Confidential" or "Highly Confidential" Litigation Materials, shall be filed  
24 with the Court or court appointed referee under seal without the need for a separate  
25 motion for permission to file the Litigation Materials and/or papers under seal. This  
26 provision is included pursuant to CRC, rule 243.1(a)(2), which states that "[t]hese rules  
27 [pertaining to sealed records] also do not apply to discovery motions and records filed or  
28 lodged in connection with discovery motions or proceedings."



1 confidentiality of any such Designated Materials shall bear the burden of proving that the  
2 Designated Materials are entitled to the protection accorded by this Protective Order. Any  
3 Litigation Materials, the designation of which is subject to such dispute, shall be treated as  
4 originally designated, pending resolution and a determination by the Court or agreement  
5 to the contrary.

6  
7 24. The parties acknowledge that, by entering into this Protective Order, the  
8 parties do not waive any claims or defenses, including defenses regarding the service of  
9 plaintiff's complaint or jurisdiction.

10  
11 **Trial Requires Further Order of Confidentiality**

12 25. This Protective Order shall not apply to the introduction of evidence at trial,  
13 which procedure shall be subject to further order of the Court. The Designated Materials  
14 shall continue to be treated as "Confidential" or "Highly Confidential," until there is a  
15 ruling by the Court on the procedures for introduction of evidence at trial or an agreement  
16 of the parties. "Confidential" and "Highly Confidential" Litigation Materials not  
17 introduced as evidence at trial shall maintain such protections and designations after  
18 commencement of any trial in this matter. Before the trial begins, the parties will meet  
19 and confer in good faith as part of the pre-trial conference statement process to put into  
20 place a procedure for identification of and use of "Confidential" or "Highly Confidential"  
21 Litigation Materials at trial. Any Designated Materials which remain "Confidential" or  
22 "Highly Confidential" before trial shall maintain their status through the time of the pre-  
23 trial conference and meet and confer procedures described above. If the parties cannot  
24 reach agreement on a procedure, either party may seek appropriate court orders  
25 concerning the handling at trial of Designated Materials claimed to contain confidential  
26 information.



1 grounds of a privilege, including the work product doctrine (collectively referred to as an  
2 "Inadvertently Produced Privileged Document"), will not be deemed to waive any  
3 privilege or work product protection. A party or non-party may request the return of any  
4 document that it inadvertently produced by identifying the Inadvertently Produced  
5 Privileged Document and stating the basis for withholding such document from  
6 production and providing any other information that would be listed on a supplemental  
7 privilege log disclosing the document. If, pursuant to this paragraph, a party or non-party  
8 requests the return of such an Inadvertently Produced Privileged Document then in the  
9 custody of one or more parties, the receiving parties shall within three (3) business days  
10 return to the requesting party or non-party the Inadvertently Produced Privileged  
11 Document and all copies thereof and shall expunge from any other document or material  
12 information derived from the Inadvertently Produced Privileged Document. After a  
13 document is returned pursuant to this paragraph, a party may move the Court for an order  
14 compelling production of the document.

#### 15 16 Subpoenas or Demands in Other Actions

17 30. If any party (1) is subpoenaed in another action, (2) is served with a demand  
18 in another action to which it is a party, or (3) is served with any other legal process by one  
19 not a party to this action, seeking Designated Materials marked or treated as  
20 "Confidential" or "Highly Confidential" by someone other than that party, the party shall  
21 give prompt written notice, by hand or facsimile transmission, within ten (10) days of  
22 receipt of such subpoena, demand, or legal process, to those who produced or designated  
23 the Litigation Materials, and shall object to its production to the extent permitted by law.  
24 Should the person seeking access to the Designated Material take action against the party  
25 or anyone else covered by this Protective Order to enforce such subpoena, demand, or  
26 other legal process, the party shall respond by setting forth the existence of this Protective  
27 Order. Nothing herein shall be construed as requiring the party or anyone else covered by  
28 this Protective Order to challenge or appeal any order requiring the production of

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15

1 information or material covered by this Protective Order, or to subject itself to any  
2 penalties for noncompliance with any legal process, or order, or to seek any relief from  
3 this Court.

4  
5 31. The terms of this Protective Order shall apply to discovery directed to non-  
6 parties to this case, and such non-parties may invoke or waive the terms and protections of  
7 this Protective Order. To the extent discovery is served on a non-party, the party serving  
8 the discovery shall provide the non-party with a copy of this Protective Order, and  
9 specifically mention the non-party's right to invoke or waive the terms of this Protective  
10 Order.

#### 11 12 Termination of Proceedings

13 32. Within sixty (60) days following termination of the litigation (including the  
14 final resolution of any appeals), counsel for the parties shall certify that the original and  
15 all copies of Litigation Materials designated as "Confidential" or "Highly Confidential"  
16 have either been returned to the party who produced such documents, or have been  
17 disposed of in some manner that is mutually agreeable among the parties.  
18 Notwithstanding this however, each party may retain a copy of all Court filings, official  
19 transcripts, attorney work product, and exhibits, provided that counsel continues to treat  
20 all Designated Materials in the manner provided in this Protective Order.

21  
22 33. The parties shall remain bound by this Protective Order and the Court shall  
23 retain jurisdiction to enforce this Protective Order even after the termination of this  
24 litigation.

25  
26 34. Nothing herein shall preclude any party from applying to the Court for any  
27 modification of the terms provided herein, as it may deem appropriate under the

1 circumstances; provided, however, that prior to such application, the parties involved shall  
2 make a good faith effort to resolve the matter by agreement.

3  
4 35. Nothing in this order shall prevent or otherwise restrict counsel from  
5 rendering advice to their clients and, in the course thereof, relying generally on  
6 examination of Highly Confidential information; provided, however, that in rendering  
7 such advice and otherwise communicating with such clients, counsel shall not make  
8 specific disclosure of any item so designated except pursuant to the procedures and  
9 provisions of this Protective Order.

10  
11 **IT IS SO STIPULATED.**

12 Dated: May 5, 2005

COTCHETT, PITRE, SIMON & McCARTHY  
San Francisco Airport Office Center  
840 Malcolm Road, Suite 200  
Burlingame, CA 94010  
Telephone: (650) 697-6000

13  
14  
15  
16  
17 By: 

Attorneys for Plaintiff Rambus Inc.

18  
19 Dated: May 5, 2005

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Los Angeles, CA 90071-1560  
Telephone: (213) 683-9100

20  
21  
22 By: 

Attorneys for Plaintiff Rambus Inc.



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Dated: May 9, 2005

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By: Kenneth O'Rourke/KMP  
KENNETH R. O'ROURKE  
Attorneys for Defendants Hynix  
Semiconductor America, Inc. and Hynix  
Semiconductors, Inc.

Dated: May 9, 2005

KEKER & VAN NEST LLP  
710 Sansome Street  
San Francisco, CA 94111-1704  
Telephone: (415) 391-5400

By: [Signature]  
SUSAN J. HARRIMAN  
Attorneys for Defendants Micron  
Technology Inc. and Micron  
Semiconductor Products, Inc.

Pursuant to the above stipulation,

IT IS SO ORDERED:

Dated: May 9, 2005

[Signature]  
HON. RICHARD A. KRAMER  
JUDGE OF THE SUPERIOR COURT

**EXHIBIT A**

**AGREEMENT IN SUPPORT OF PROTECTIVE ORDER**

I, \_\_\_\_\_ declare and say that:

1. I live at \_\_\_\_\_ I am employed  
as \_\_\_\_\_ by \_\_\_\_\_.

2. I have read the Protective Order entered in Rambus v. Micron Technology, Inc., San Francisco Superior Court Case No. 04-431105.

3. I agree to be bound by the terms of the Protective Order, and agree that any information designated "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL" within the meaning of the Protective Order, will be used by me only to assist counsel in connection with the above-referenced litigation.

4. I agree that I will not disclose or discuss information designated "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL" with anyone other than the persons permitted access to those documents, as described in paragraphs 12-14 of the Protective Order.

6. I understand that any disclosure or use of information designated as "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL" in any manner contrary to the provisions of the Protective Order will subject me to sanctions for contempt of the Court's Order.

7. I agree to be subject in personam to the jurisdiction of the San Francisco Superior Court in connection with any proceeding relating to the enforcement of the Protective Order in this action.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration was executed this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_ at \_\_\_\_\_.

\_\_\_\_\_  
SIGNATURE



1 Job Responsibilities: Mr. Chung is responsible for all licensing and Intellectual Property  
2 litigation and prosecution, but is not involved with the details of prosecution or technical issues;  
3 he is not technically trained. Mr. Chung is not involved in patent prosecution or the  
4 determination of claim scope for prosecution.

5 Mr. Chung is permitted to see "Highly Confidential" Litigation Materials, except  
6 Litigation Materials designated "Highly Confidential-BP."

7 2) K.H. MIN, Senior Patent Licensing Manager, Patent Planning & Licensing Part, Hynix  
8 Semiconductor Inc.

9 Job Responsibilities: Mr. Min is responsible for license and license negotiation issues, but  
10 is not technically trained.

11 Mr. Min is permitted to see all "Highly Confidential" Litigation Materials.

12 3) JIN HO LEE, Senior Patent Analysis Manager, Patent Analysis Team, Hynix Semiconductor  
13 Inc.

14 Job Responsibilities: Mr. Lee has a technical background and is responsible for  
15 technical issues related to patent analysis.

16 Mr. Lee is permitted to see "Highly Confidential" Litigation Materials, except Litigation  
17 Materials designated "Highly Confidential - IP."

## 18 MICRON

19 1) ROD LEWIS (Idaho Bar # 5528) - Senior Vice President, General Counsel & Corporate  
20 Secretary

21 Mr. Lewis has general oversight as to all Micron's legal affairs, strategic communications,  
22 and corporate development functions, including budget and personnel.

23 Mr. Lewis is permitted to see "Highly Confidential" Litigation Materials, except  
24 Litigation Materials designated "Highly Confidential - BP."

25 2) JOEL POPPEN (Idaho Bar # 7168) - Deputy General Counsel

26 Mr. Poppen has general oversight as to Micron's litigation, compliance, and government  
27 affairs functions, including budget and personnel. Mr. Poppen is not involved with the details of  
28 prosecution or technical issues, although he is technically trained. Mr. Poppen is not involved in  
patent prosecution or the determination of claim scope for prosecution.

Mr. Poppen is permitted to see all "Highly Confidential" Litigation Materials.

1 3) **DAVID ASHMORE** (DC Bar # 448391) - Assistant General Counsel, Litigation and Antitrust

2 Mr. Ashmore has general oversight as to Micron litigation matters, antitrust counseling,  
3 and competition issues. Mr. Ashmore is not involved with the details of prosecution or technical  
4 issues; he is not technically trained. Mr. Ashmore is not involved in patent prosecution or the  
5 determination of claim scope prosecution.

6 Mr. Ashmore is permitted to see all "Highly Confidential" Litigation Materials.

7 4) **JOHN PASCHKE** (Illinois Bar #6243630) - Assistant General Counsel, Patent Litigation and  
8 Licensing.

9 Mr. Paschke has general oversight as to Micron patent litigation, patent license  
10 agreements, and the review of Micron's patent portfolio for litigation and licensing purposes.

11 Mr. Paschke is permitted to see "Highly Confidential" Litigation Materials, except  
12 Litigation Material designated "Highly Confidential-IP."  
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**EXHIBIT C**

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- AMD
- ATI
- Cisco
- Elpida
- Freescale
- Fujitsu
- Hewlett Packard
- Hitachi
- IBM
- Infineon
- Inotera
- Intel
- Matsushita
- Microsoft
- Mitsubishi
- Mosel Vitelic
- Mosaid
- Motorola
- Nanya
- NEC
- Nintendo
- Nvidia
- Panasonic
- Phillips
- ProMos
- Powerchip
- Samsung
- Siemens
- SiS
- Sony
- ST Micro Electronics
- Sun Microsystems
- Tessera
- Texas Instrument
- Toshiba
- Transmeta
- Vanguard
- Via
- Winbond

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1 **PROOF OF SERVICE**

2 I am employed in the City and County of San Francisco, State of California in the office of a  
3 member of the bar of this court at whose direction the following service was made. I am over the  
4 age of eighteen years and not a party to the within action. My business address is Kecker & Van  
Nest, LLP, 710 Sansome Street, San Francisco, California 94111.

5 On May 9, 2005, I served the following documents: \_\_\_\_\_

6 **STIPULATION AND [PROPOSED] PROTECTIVE ORDER**

7  by FACSIMILE TRANSMISSION (IKON), by placing a true and correct copy with IKON Office  
8 Solutions, the firm's in-house facsimile transmission center provider, for transmission on this date. The  
transmission was reported as complete and without error.

9 Joseph W. Cotchett, Esq.  
10 Mark C. Molumphy, Esq.  
11 Nanci E. Nishimura, Esq.  
12 Sheri L. Kelly, Esq.  
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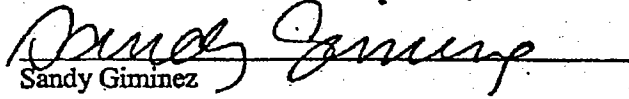
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28 Palo Alto, CA 94301  
Tel: (650) 326-2400  
Fax: (650) 326-2422

1 Executed on May 9, 2005, at San Francisco, California.

2 I declare under penalty of perjury under the laws of the State of California that the above is true  
3 and correct.

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Sandy Giminez

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