

UNITED STATES PATENT AND TRADEMARK OFFICE

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BEFORE THE PATENT TRIAL AND APPEAL BOARD

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NVIDIA CORPORATION,  
Petitioner,

v.

NEURAL AI, LLC,  
Patent Owner.

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Case IPR2025-00610  
Patent RE48,438

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**PATENT OWNER'S MOTION FOR ENTRY OF PROTECTIVE ORDER**

Pursuant to 37 C.F.R. § 42.54, Patent Owner hereby moves for entry for good cause of the protective order attached hereto as Appendix A (“Proposed Protective Order”), to protect from disclosure of confidential information filed in this proceeding. The Proposed Protective Order differs from the Board’s default protective order in that it includes Attorneys Eyes’ Only and Outside Attorneys’ Eyes Only designations to correspond to designations in the Protective Order requested in IPR2025-00606 and -00608 involving the same parties. It is respectfully requested that this Proposed Protective Order govern the materials in this proceeding.

The parties have met and conferred regarding Patent Owner’s request for entry of the Proposed Protective Order, and Petitioner does not oppose entry of the Proposed Protective Order. This Motion is therefore unopposed.

**I. GOOD CAUSE EXISTS FOR SEALING CONFIDENTIAL INFORMATION**

Under 35 U.S.C. § 316(a)(1), the default rule is that all papers filed in an *inter partes* review are open and available for access by the public, and a party may file a motion to seal and the information at issue is sealed pending the outcome of the motion. *See* 37 C.F.R. § 42.14 (“The record of a proceeding, including documents and things, shall be made available to the public, except as otherwise ordered. A party intending a document or thing to be sealed shall file a motion to seal along with the filing of the document or thing to be sealed. The document or thing shall be

provisionally sealed on receipt of the motion and remain so pending the outcome of the decision on the motion.”). The rules promulgated by the USPTO “aim to strike a balance between the public’s interest in maintaining a complete and understandable file history and the parties’ interest in protecting truly sensitive information.” CTPG (Nov. 2019), 19; *see* 84 Fed. Reg. 64280 (Nov. 21, 2019). The moving party has the burden of establishing “good cause” for sealing documents containing confidential information. *Garmin Int’l, Inc. v. Cuozzo Speed Techs. LLC*, IPR2012-00001, Paper 37, 4 (Apr. 5, 2013).

Patent Owner is separately filing a Motion to Seal, under the Proposed Protective Order, Exhibit 2040 and portions of Patent Owner’s Discretionary Denial Brief. As detailed in that Motion, with respect to each exhibit or paper that the Patent Owner seeks to seal, good cause exists for sealing these documents and granting this motion. Patent Owner therefore respectfully requests that the Board grant this unopposed Motion for Entry of the Proposed Protective Order to allow for the potential sealing of Exhibit 2040 and portions of Patent Owner’s Discretionary Denial Brief.

Exhibit 2040 is a confidential Patent Purchase Agreement between Neurala, Inc. (a former assignee of the challenged patent) and Neural AI, the terms of which are not publicly known. Patent Owner’s Discretionary Denial Brief contains references to this confidential agreement.

The Proposed Protective Order is based on the Default Protective Order. It is respectfully submitted that the Proposed Protective Order is narrowly tailored to protect this confidential information without significantly impacting the public's interest in maintaining a complete and understandable file history, and to correspond to the same levels of confidentiality currently being negotiated for in the co-pending district court action; and that such circumstances and the confidential nature of the business agreement that is the subject of the Protective Order Material, all weigh in favor of granting entry of the Proposed Protective Order.

## **II. CERTIFICATION OF CONFERENCE WITH OPPOSING PARTY PURSUANT TO 37 C.F.R. § 42.54**

Patent Owner has in good faith conferred with Petitioners. Petitioners do not object to entry of the Proposed Protective Order.

## **III. PROPOSED PROTECTIVE ORDER AND CERTIFICATION**

Pursuant to the Trial Practice Guide, at 91, a marked-up comparison of the Proposed Protective Order and the Board's default protective order showing the differences between the two is attached as Appendix B.

Pursuant to Appendix B of the Trial Practice Guide, at 111, Patent Owner certifies that it accepts and agrees to the terms of the Proposed Protective Order.

## **IV. CONCLUSION**

In accordance with the above, Patent Owner requests that the Board enter the Proposed Protective Order in this proceeding.

Respectfully submitted,

/ Kenneth J. Weatherwax /

Kenneth J. Weatherwax (Reg. No. 54,528)

Nathan Lowenstein, *pro hac vice*

Colette Woo, *pro hac vice*

LOWENSTEIN & WEATHERWAX LLP

Date: August 25, 2025

# APPENDIX A

UNITED STATES PATENT AND TRADEMARK OFFICE

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BEFORE THE PATENT TRIAL AND APPEAL BOARD

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NVIDIA CORPORATION,  
Petitioner,

v.

NEURAL AI, LLC,  
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Case IPR2025-00610  
Patent RE48,438

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**PROTECTIVE ORDER**

## Protective Order

This protective order governs the treatment and filing of confidential information, including documents and testimony.

1. Each Party may designate as confidential for protection under this Order, in whole or in part, any document, information, or material that constitutes or includes, in whole or in part, confidential or proprietary information or trade secrets of the Party or a Third Party to whom the Party reasonably believes it owes an obligation of confidentiality with respect to such document, information, or material (“Protected Material”). Protected Material shall be clearly marked “CONFIDENTIAL - PROTECTIVE ORDER MATERIAL.”

2. Access to Protected Material designated as CONFIDENTIAL is limited to the following individuals who have executed the acknowledgment appended to this order:

(A) Parties. Persons who are owners of a patent involved in the proceeding and other persons who are named parties to the proceeding.

(B) Outside Counsel of Record. Outside counsel of record for a party in the proceeding, or in related proceedings or litigation.

(C) Experts. Retained experts of a party in the proceeding who further certify in the Acknowledgement that they are not a competitor to any party, or a

consultant for, or employed by, such a competitor with respect to the subject matter of the proceeding.

(D) In-house counsel. In-house counsel of a party.

(E) Support Personnel. Administrative assistants, clerical staff, court reporters and other support personnel of the foregoing persons who are reasonably necessary to assist those persons in the proceeding shall not be required to sign an Acknowledgement, but shall be informed of the terms and requirements of the Protective Order by the person they are supporting who receives confidential information.

(F) The Office. Employees and representatives of the Office who have a need for access to the confidential information shall have such access without the requirement to sign an Acknowledgement. Such employees and representatives shall include the Director, members of the Board and their clerical staff, other support personnel, court reporters, and other persons acting on behalf of the Office.

3. To the extent a producing Party believes that certain Protected Material qualifying to be designated CONFIDENTIAL is so sensitive that its dissemination deserves even further limitation, the producing Party may designate such Protected Material “CONFIDENTIAL - ATTORNEYS’ EYES ONLY - PROTECTIVE ORDER MATERIAL” or “HIGHLY CONFIDENTIAL - OUTSIDE ATTORNEYS’ EYES ONLY - PROTECTIVE ORDER MATERIAL.”

4. For Protected Material designated CONFIDENTIAL - ATTORNEYS' EYES ONLY, access to, and disclosure of, such Protected Material shall be limited to individuals listed in paragraphs 2(B–F); provided, however, that access by in-house counsel pursuant to paragraph 2(D) be limited to in-house counsel who exercise no competitive decision-making authority on behalf of the client.

5. For Protected Material designated HIGHLY CONFIDENTIAL - OUTSIDE ATTORNEYS' EYES ONLY, access to, and disclosure of, such Protected Material shall be limited to individuals listed in paragraphs 2(B–C) and (E–F); provided, however, that the designating party shall accommodate reasonable requests to provide summary information to in-house counsel designated pursuant to paragraph 2(D) who exercise no competitive decision-making authority on behalf of the client and reasonably require access to such information.

6. Employees (e.g., corporate officers), consultants, or other persons performing work for a party, other than those persons identified above in (2)(A)–(E), shall be extended access to Protected Material only upon agreement of the parties or by order of the Board upon a motion brought by the party seeking to disclose confidential information to that person and after signing the Acknowledgment. The party requesting disclosure to that person shall have the burden of proving that such person should be provided access to Protected Material.

7. Persons receiving confidential information shall use reasonable efforts to maintain the confidentiality of the information, including:

(A) Maintaining such information in a secure location to which persons not authorized to receive the information shall not have access;

(B) Otherwise using reasonable efforts to maintain the confidentiality of the information, which efforts shall be no less rigorous than those the recipient uses to maintain the confidentiality of information not received from the disclosing party;

(C) Ensuring that support personnel of the recipient who have access to the confidential information understand and abide by the obligation to maintain the confidentiality of information received that is designated as confidential; and

(D) Limiting the copying of confidential information to a reasonable number of copies needed for conduct of the proceeding and maintaining a record of the locations of such copies.

8. Treatment of Confidential Information. Persons receiving confidential information shall use the following procedures to maintain the confidentiality of the information:

(A) Documents and Information Filed With the Board.

(i) A party may file documents or information with the Board along with a Motion to Seal. The Motion to Seal should provide a non-confidential description of the nature of the confidential information that is under seal, and set forth the

reasons why the information is confidential, or if the information has been designated as confidential by the opposing party, that party shall set forth the reasons why the information redacted is confidential and should not be made available to the public. A party may challenge the confidentiality of the information by opposing the Motion to Seal. The documents or information shall remain under seal unless the Board determines that some or all of it does not qualify for confidential treatment.

(ii) Where confidentiality is alleged as to some but not all of the information submitted to the Board, the submitting party shall file confidential and nonconfidential versions of its submission, together with a Motion to Seal the confidential version setting forth the reasons why the information redacted from the non-confidential version is confidential and should not be made available to the public. The non-confidential version of the submission shall clearly indicate the locations of information that has been redacted. The confidential version of the submission shall be filed under seal. The redacted information shall remain under seal unless, upon motion of a party and after a hearing on the issue, or *sua sponte*, the Board determines that some or all of the redacted information does not qualify for confidential treatment.

(B) Documents and Information Exchanged Among the Parties. Information designated as confidential that is disclosed to another party during discovery or other proceedings before the Board shall be clearly marked as

“PROTECTIVE ORDER MATERIAL” and shall be produced in a manner that maintains its confidentiality.

9. Within 60 days after the final disposition of this action, including the exhaustion of all appeals and motions, each party receiving confidential information must return, or certify the destruction of, all copies of the confidential information to the producing party.

10. 10. Nothing herein affects the parties’ obligations under the protective order that has or will be entered in *Neural AI, LLC v. NVIDIA Corp.*, 7-24-cv- 00221 (W.D. Tex.).

11. Standard Acknowledgement of Protective Order. The following form may be used to acknowledge a protective order and gain access to information covered by the protective order:

[CAPTION]

I , affirm that I have read the Protective Order; that I will abide by its terms; that I will use the confidential information only in connection with this proceeding and for no other purpose; that I will only allow access to support staff who are reasonably necessary to assist me in this proceeding; that prior to any disclosure to such support staff I informed or will inform them of the requirements of the Protective Order; that I am personally

responsible for the requirements of the terms of the Protective Order and I agree to submit to the jurisdiction of the Office and the United States District Court for the Eastern District of Virginia for purposes of enforcing the terms of the Protective Order and providing remedies for its breach.

[Signature]

# APPENDIX B

UNITED STATES PATENT AND TRADEMARK OFFICE

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BEFORE THE PATENT TRIAL AND APPEAL BOARD

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NETFLIX INC. and HULU, LLC,  
Petitioners,

v.

DIVX, LLC,  
Patent Owner.

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Case IPR2020-00614  
Patent 7,295,673

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**REDLINE OF PROTECTIVE ORDER AGAINST DEFAULT  
PROTECTIVE ORDER**

## ~~Default~~ Protective Order

### Protective Order

This protective order governs the treatment and filing of confidential information, including documents and testimony.

1. Each Party may designate as confidential for protection under this Order, in whole or in part, any document, information, or material that constitutes or includes, in whole or in part, confidential or proprietary information or trade secrets of the Party or a Third Party to whom the Party reasonably believes it owes an obligation of confidentiality with respect to such document, information, or material (“Protected Material”). ~~Confidential information~~ Protected Material shall be clearly marked “CONFIDENTIAL - PROTECTIVE ORDER MATERIAL.”

2. Access to Protected Material designated as CONFIDENTIAL is limited to the following individuals who have executed the acknowledgment appended to this order:

(A) Parties. Persons who are owners of a patent involved in the proceeding and other persons who are named parties to the proceeding.

(B) ~~Party Representatives.~~ Outside Counsel of Record. ~~Representatives~~ Outside counsel of record for a party in the proceeding, or in related proceedings or litigation.

(C) Experts. Retained experts of a party in the proceeding who further certify in the Acknowledgement that they are not a competitor to any party, or a consultant for, or employed by, such a competitor with respect to the subject matter of the proceeding.

(D) In-house counsel. In-house counsel of a party.

(E) Support Personnel. Administrative assistants, clerical staff, court reporters and other support personnel of the foregoing persons who are reasonably necessary to assist those persons in the proceeding shall not be required to sign an Acknowledgement, but shall be informed of the terms and requirements of the Protective Order by the person they are supporting who receives confidential information.

(F) The Office. Employees and representatives of the Office who have a need for access to the confidential information shall have such access without the requirement to sign an Acknowledgement. Such employees and representatives shall include the Director, members of the Board and their clerical staff, other support personnel, court reporters, and other persons acting on behalf of the Office.

3. To the extent a producing Party believes that certain Protected Material qualifying to be designated CONFIDENTIAL is so sensitive that its dissemination deserves even further limitation, the producing Party may designate such Protected Material "CONFIDENTIAL - ATTORNEYS' EYES ONLY - PROTECTIVE

ORDER MATERIAL” or “HIGHLY CONFIDENTIAL - OUTSIDE ATTORNEYS’ EYES ONLY - PROTECTIVE ORDER MATERIAL.”

4. For Protected Material designated CONFIDENTIAL - ATTORNEYS’ EYES ONLY, access to, and disclosure of, such Protected Material shall be limited to individuals listed in paragraphs 2(B–F); provided, however, that access by in-house counsel pursuant to paragraph 2(D) be limited to in-house counsel who exercise no competitive decision-making authority on behalf of the client.

5. For Protected Material designated HIGHLY CONFIDENTIAL - OUTSIDE ATTORNEYS’ EYES ONLY, access to, and disclosure of, such Protected Material shall be limited to individuals listed in paragraphs 2(B–C) and (E–F); provided, however, that the designating party shall accommodate reasonable requests to provide summary information to in-house counsel designated pursuant to paragraph 2(D) who exercise no competitive decision-making authority on behalf of the client and reasonably require access to such information.

6. Employees (e.g., corporate officers), consultants, or other persons performing work for a party, other than those persons identified above in ~~(d)~~(2)(A)–(E), shall be extended access to ~~confidential information~~ Protected Material only upon agreement of the parties or by order of the Board upon a motion brought by the party seeking to disclose confidential information to that person and after signing the Acknowledgment. The party ~~opposing~~ requesting disclosure to that person shall

have the burden of proving that such person should be ~~restricted from~~ provided access to ~~confidential information~~ Protected Material.

7. Persons receiving ~~confidential information~~ Protected Material shall use reasonable efforts to maintain the confidentiality of the information, including:

(A) Maintaining such information in a secure location to which persons not authorized to receive the information shall not have access;

(B) Otherwise using reasonable efforts to maintain the confidentiality of the information, which efforts shall be no less rigorous than those the recipient uses to maintain the confidentiality of information not received from the disclosing party;

(C) Ensuring that support personnel of the recipient who have access to the ~~confidential information~~ Protected Material understand and abide by the obligation to maintain the confidentiality of information received that is designated as confidential; and

(D) Limiting the copying of ~~confidential information~~ Protected Material to a reasonable number of copies needed for conduct of the proceeding and maintaining a record of the locations of such copies.

8. Treatment of Confidential Information. Persons receiving ~~confidential information~~ Protected Material shall use the following procedures to maintain the confidentiality of the information:

(A) Documents and Information Filed With the Board.

(i) A party may file documents or information with the Board along with a Motion to Seal. The Motion to Seal should provide a non-confidential description of the nature of the ~~confidential information~~ Protected Material that is under seal, and set forth the reasons why the information is confidential, or if the information has been designated as confidential by the opposing party, that party shall set forth the reasons why the information redacted is confidential and should not be made available to the public. A party may challenge the confidentiality of the information by opposing the Motion to Seal. The documents or information shall remain under seal unless the Board determines that some or all of it does not qualify for confidential treatment.

(ii) Where confidentiality is alleged as to some but not all of the information submitted to the Board, the submitting party shall file confidential and nonconfidential versions of its submission, together with a Motion to Seal the confidential version setting forth the reasons why the information redacted from the non-confidential version is confidential and should not be made available to the public. The non-confidential version of the submission shall clearly indicate the locations of information that has been redacted. The confidential version of the submission shall be filed under seal. The redacted information shall remain under seal unless, upon motion of a party and after a hearing on the issue, or *sua sponte*,

the Board determines that some or all of the redacted information does not qualify for confidential treatment.

(B) Documents and Information Exchanged Among the Parties.

Information designated as confidential that is disclosed to another party during discovery or other proceedings before the Board shall be clearly marked as “PROTECTIVE ORDER MATERIAL” and shall be produced in a manner that maintains its confidentiality.

9. Within 60 days after the final disposition of this action, including the exhaustion of all appeals and motions, each party receiving ~~confidential information~~ Protected Material must return, or certify the destruction of, all copies of the ~~confidential information~~ Protected Material to the producing party.

10. Nothing herein affects the parties’ obligations under the protective order that has or will be entered in *Neural AI, LLC v. NVIDIA Corp.*, 7-24-cv- 00221 (W.D. Tex.).

~~(k)~~ Standard Acknowledgement of Protective Order. The following form may be used to acknowledge a protective order and gain access to information covered by the protective order:

[CAPTION]

~~Standard Acknowledgment for Access to Protective Order Material~~

I , affirm that I have read the Protective Order; that I will abide by its terms; that I will use the confidential information only in connection with this proceeding and for no other purpose; that I will only allow access to support staff who are reasonably necessary to assist me in this proceeding; that prior to any disclosure to such support staff I informed or will inform them of the requirements of the Protective Order; that I am personally responsible for the requirements of the terms of the Protective Order and I agree to submit to the jurisdiction of the Office and the United States District Court for the Eastern District of Virginia for purposes of enforcing the terms of the Protective Order and providing remedies for its breach.

[Signature]

**CERTIFICATE OF SERVICE**

The undersigned hereby certifies that the following documents were served by electronic service, by agreement between the parties, on the date below:

**PATENT OWNER'S MOTION FOR  
ENTRY OF PROTECTIVE ORDER**

The names and addresses of the parties being served are as follows:

Brian M. Buroker	bburoker@gibsondunn.com
L. Kieran Kieckhefer	kkieckhefer@gibsondunn.com
Nathan Curtis	ncurtis@gibsondunn.com
Vivian Lu	vlu@gibsondunn.com

Respectfully submitted,

/ Abigael Neufeld /

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Date: August 25, 2025