

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

.....	X	
In re:	:	Chapter 11
	:	
ATOPTECH, INC.	:	Case No. 17-10111 (MFW)
	:	
Debtor.	:	REF. D.I. 275
.....	X	

MOTION OF AVATAR INTEGRATED SYSTEMS, INC. FOR PROTECTIVE ORDER

Pursuant to Federal Rule of Civil Procedure 26 made applicable by Federal Rule of Bankruptcy Procedure 7026, Avatar Integrated Systems, Inc. (“Avatar”) hereby moves for a Protective Order limiting the scope of Synopsys, Inc.’s (“Synopsys”) 30(b)(6) notice of deposition of Avatar (the “Notice”).

I. PRELIMINARY STATEMENT

1. On May 3, 2017, Synopsys served Stalking Horse Avatar with a 30(b)(6) deposition notice and associated document requests in this case. Synopsys purports to be acting in its capacity as a “concerned” creditor, but the scope of Synopsys’ requests to Avatar show that Synopsys has ulterior motives for propounding discovery to Avatar. Synopsys plainly hopes to (1) obtain information that it can use to derail the Debtor’s proposed transaction with Avatar by urging the Committee on Foreign Investment in the United States (“CFIUS”) to review and disapprove the transaction, and (2) obtain information it believes it can use in a future copyright infringement suit against Avatar, should Avatar emerge as the winning bidder.

2. Synopsys – who is the only other bidder besides Avatar, and will be Avatar’s competitor if Avatar has the winning bid – seeks *inter alia* testimony about (1) Avatar’s post-acquisition business plans, (2) Avatar’s “consideration and plans” regarding seeking CFIUS approval for the transaction; and (3) Avatar’s “plans for running the Debtor’s business in

compliance” with a Permanent Injunction against copyright infringement entered in Synopsys’ lawsuit against Debtor pending in the United States District Court for the Northern District of California.

3. None of the foregoing topics are relevant to a creditor’s deposition of a potential buyer. Moreover, Synopsys’ proposed deposition topics seek all manner of information that is confidential and privileged, and call for information that is obviously intended for use in different forums.

4. Synopsys, as the only other bidder, has a vested interest in derailing a transaction between Debtor and Avatar. Moreover, if Avatar is the winning bidder, Avatar will be Synopsys’ competitor in the electronic design automation (“EDA”) business. In that case, Synopsys will also have a vested interest in attempting to drive Avatar out of business through protracted copyright and infringement proceedings. Synopsys should not be permitted to use discovery in this bankruptcy proceeding in furtherance of these improper purposes.

5. Avatar respectfully requests that its Motion for a Protective Order be granted.

II. BACKGROUND

6. On January 13, 2017 (the “Petition Date”), ATopTech, Inc. (“Debtor”) filed its voluntary petition in this Court commencing a case for relief under chapter 11 of the Bankruptcy Code (the “Chapter 11 Case”). The Debtor continues to operate its business and manage its assets as debtor-in-possession pursuant to Bankruptcy Code sections 1107 and 1108. To date, no trustee, examiner or statutory committee has been appointed in the Chapter 11 Case.

7. Debtor competes in the physical design segment of the EDA industry, developing technology and manufacturing software solutions for engineers in the physical design of

integrated circuits. Chern Decl.¹, D.I. No. 3, ¶1.

A. Synopsys' Litigation with Debtor

8. Synopsys is Debtor's competitor in the EDA market. In June 2013, Synopsys commenced litigation against Debtor in the United States District Court for the Northern District of California in a case entitled *Synopsys Inc. v. ATopTech, Inc.*, Case No. 13-cv-02965-MMC ("the Synopsys Litigation"). In the Synopsys Litigation, Synopsys asserted *inter alia* claims for copyright infringement which alleged that Debtor's P&R engine product, Aprisa, infringed on copyrighted elements contained in one of Synopsys' products. Chern Decl., D.I. No. 3, ¶14.

9. In March 2016, after a three-week trial, the jury found in favor of Synopsys on its copyright claim, and awarded Synopsys \$30.4 million. *Id.* On December 19, 2016, the judge in the Synopsys Litigation entered a Permanent Injunction and Disposition Order ("Permanent Injunction"). Ex. A.² The Permanent Injunction excludes ATopTech from marketing and selling its Aprisa 07.11 through 15.10 products, and states in relevant part:

ATopTech shall not develop, make, prepare, license, lease, sell, offer to license, lease, or sell, import into the United States, distribute, market, use, or provide support, service, or maintenance for any product (including without limitation Aprisa versions 07.11 through 15.10), script, translation table, program, version or documentation containing (i) PrimeTime's report formats, or (ii) the name and associated syntax of the PrimeTime non-SDC commands, variables or attributes ("non-SDC command set") identified in Trial Exhibits 1439-1441, electronically attached hereto as an Appendix; provided, however, that for any such enjoined product, ATopTech may provide support, service, or maintenance until three months after the date this Injunction and Disposition Order is entered;

Id.

10. On April 12, 2017, Synopsys filed its unsecured claim [Claim No. 12] against the Debtor in the amount of \$30.4 million based on the jury verdict in the Synopsys litigation, as

¹ "Chern Decl." refers to the Declaration of Jue-Hsien Chern in Support of Debtor's Chapter 11 Petition and First Day Relief filed January 13, 2017, D.I. No. 3.

² "Ex. ___" refers to exhibits to the Declaration of Carl N. Kunz, III in Support of Avatar Integrated Systems, Inc.'s Motion for Protective Order filed concurrently herewith.

well as an unliquidated claim based on patent infringement claims Synopsys has brought in the Synopsys Litigation. D.I. 302 at 5. The Debtor has preliminarily objected to Synopsys' claims, and is asserting significant antitrust counterclaims which, if Debtor prevails, will offset all or much of Synopsys' claims.³

B. Avatar's Asset Purchase Agreement

11. On April 18, 2017, following arms-length negotiations, Debtor executed a definitive asset purchase agreement (the "APA") setting forth the terms and conditions for the sale to and the purchase of Debtor's assets by a Delaware corporation to be formed prior to Closing⁴ (the "Stalking Horse"). APA, D.I. 223-1 at 7. The APA was signed by Mr. Jingyuan Han for and on behalf of the Stalking Horse. King Mark International Ltd. ("King Mark"), a Hong Kong Corporation, signed the APA as Guarantor. On April 20, 2017, the Stalking Horse, Avatar Integrated Systems, Inc. was formed (Ex. B), and on April 28, 2017 an APA non-technical amendment was filed identifying Avatar as Purchaser and releasing Mr. Han from all rights and responsibilities under the APA. D.I. 249.

C. Synopsys Discovery Requests to Avatar

12. On April 21, 2017 Synopsys purported to notice the deposition of Mr. Han, a resident of Hong Kong, in his personal capacity, and a 30(b)(6) deposition of King Mark, the guarantor on the APA.

D. Avatar's Meet-and-Confer Conferences with Synopsys

13. On April 28, 2017 Avatar and Debtor's counsel met-and-conferred with Synopsys' counsel about the deposition notices to Mr. Han and King Mark. During that conference Synopsys asserted the right to take the noticed depositions (purportedly of Buyer) in

³ Antitrust damages are trebled as a matter of federal law.

⁴ "Closing" is defined in Section 2.3 of the APA.

its capacity as “creditor.” In response, Avatar’s counsel made three primary points: (1) since Avatar is identified in the First Amendment to the APA as the acquisition entity, the relevant “Buyer” is Avatar, and any Buyer deposition should be a 30(b)(6) deposition of Avatar; (2) a Buyer deposition should occur after the scheduled May 9, 2017 section 363 auction, when the successful bidder is identified; and (3) if Synopsys’ purpose in taking the depositions was as a concerned creditor, depositions should be limited to questions regarding Buyer’s ability to fund the deal. *See* Ex. C (4-28-17 Kunz Ltr to Wynne re: Discovery).

14. Avatar offered to provide Avatar and King Mark’s Certificates of Incorporation as well as documents identifying the shareholders, officers and directors of Avatar and King Mark in order that Synopsys may understand the management structure of Avatar and King Mark. Avatar also offered to have an authorized representative of Avatar and King Mark provide Synopsys with a declaration stating that there is no relationship between Avatar or King Mark and the government of the People’s Republic of China, and requested that Synopsys formally withdraw the deposition notices to Mr. Han and King Mark. *Id.* at 3.

15. On April 30, 2016, Synopsys’ counsel sent Avatar’s counsel a responsive letter. Synopsys agreed to postpone depositions until after the May 9 auction, but refused to withdraw its deposition notices to Mr. Han and King Mark, and posed twenty Preliminary Questions that Synopsys asserted were relevant to Synopsys “as the largest creditor of the estate” as well as “whether CFIUS approval of the transaction is likely to be granted or denied.” Ex. D. On May 1, 2017, Avatar’s counsel sent Synopsys’ counsel an email, providing responses to Synopsys’ questions regarding the relationships between Avatar, King Mark and Mr. Han, and again (i) offering to provide a declaration regarding the relationships, and (ii) confirming that none of the three has any current ties to the government of the People’s Republic of China. Ex. E.

16. With respect to Synopsys' remaining questions – such as questions probing Avatar's reasons for making certain business decisions and Avatar's source of funding for the purchase – Avatar largely declined to respond. Avatar noted that such questions were irrelevant to the sale, improperly intrude into King Mark and Avatar's business dealings, and potentially invade the attorney-client privilege. *Id.* Avatar reiterated that it was willing to provide evidence of its ability to fund the acquisition if it is the successful bidder.

17. Avatar and Synopsys' counsel met and conferred again on May 3, 2017. During that conference Synopsys' counsel conceded that there was no jurisdiction over Mr. Han. Synopsys' counsel agreed that if Avatar is the successful bidder, there would be one deposition of Buyer, and that it would consist of a 30(b)(6) deposition of Avatar.. Synopsys noted, however, that it may wish to ask Avatar's 30(b)(6) designee a few questions about King Mark's role as guarantor. Avatar responded that its 30(b)(6) designee “will be prepared to respond to questions about King Mark to the extent they are relevant to the sale, do not call for privileged information, and are not otherwise objectionable.” Ex. F.

18. Avatar has previously offered to provide Synopsys with a declaration attesting to the same facts set forth in Avatar's responses to Questions 1-4 in Avatar's counsel's May 2, 2017, 1:32 am email to Synopsys' counsel. *Id.*

19. On May 3, 2017, Synopsys served Synopsys Inc.'s Notice of Deposition of Avatar Integrated Systems, Inc. Pursuant to Fed. R. Civ. P. 30(b)(6) and Request for Documents (D.I. 275) (“Synopsys Notice”).

20. On May 5, 2017, Synopsys submitted a bid to acquire Debtor's assets in the Chapter 11 Case. Avatar and Synopsys are the only two bidders in this case. On May 5, 2017,

Debtor filed an objection to Synopsys' proof of claim "as a procedural matter to contest the validity of [the claim]." D.I. 302 at 5.

21. On the morning of May 8, 2017, Debtor advised Synopsys that Avatar had waived CFIUS approval as a condition of Closing.

III. ARGUMENT

22. The Synopsys Notice probes into matters that are not relevant to the sale and seeks deposition testimony for purposes unrelated to this contested matter. Accordingly, a Protective Order should issue limiting the scope of Synopsys' proposed deposition of Avatar as discussed in connection with each "Topic of Examination" recited below.

A. Topics of Examination

23. The first "Topic of Examination" in the Synopsys Notice is:

The Asset Purchase Agreement, Including the specific assets that Avatar intends to acquire pursuant to the Asset Purchase Agreement.

24. During meet and confer conferences, Synopsys' counsel stated that it was unclear to Synopsys what Aprisa source code, executables, object code, and documentation Avatar would acquire from Debtor pursuant to the APA if Avatar is the winning bidder. Synopsys' counsel asserted a deposition of Avatar is necessary to secure Avatar's understanding in this regard. Although Avatar disagrees that the APA is unclear about the assets to be acquired, Avatar has agreed to proffer testimony regarding the specific versions of Debtor's Aprisa product, including source code, object code, executables and documentation it will acquire pursuant to the APA.

25. This deposition topic, however, is not narrowly tailored to address what Synopsys has stated is its chief concern with the APA as it relates to Avatar. Rather, it seeks testimony about the APA unbounded by subject matter. *See* Exhibit A to Synopsys' Notice at 5

(“Including’ shall not be construed to limit the scope of any Document request or Topic of Examination.”) This is improper for a several reasons. First, the APA is a 57-page document (not including associated Schedules and Exhibits). It would be impossible to prepare a fact witness to be ready to answer any question Synopsys might have about the APA without knowing in advance the specific areas of inquiry Synopsys intends to pursue. Second, the APA is a legal document. Accordingly, the topic requires Avatar’s 30(b)(6) designee to provide all manner of legal conclusions, and testify as a contract expert, rather than as a fact witness. Third, much of the fact witnesses’ understanding of a legal document such as the APA would be a result of consultation with attorneys, and as such, be protected from disclosure by the attorney-client privilege. Synopsys is represented by capable counsel who can read and interpret the APA for themselves; Synopsys does not require the deposition of Avatar in order to comprehend this legal document. Accordingly, Avatar requests that the court order that this topic be limited to Avatar’s understanding of the specific versions of Debtor’s Aprisa product, including source code, object code, executables and documentation it understands Avatar will acquire pursuant to the APA.

26. The second “Topic of Examination” in the Synopsys Notice is:

Avatar’s consideration of and plans for obtaining and/or waiving CFIUS approval for the transaction contemplated by the Asset Purchase Agreement.

27. Avatar has already advised Debtor and Synopsys that it is waiving CFIUS approval as a condition of Closing. Accordingly, Synopsys needs no further testimony on this topic. Synopsys is the only other bidder in this contested matter, and, indeed, its purpose in seeking discovery into Avatar’s “consideration of and plans” regarding CFIUS approval is clear – to attempt to obtain information that Synopsys can use to urge and lobby CFIUS to *sua sponte* review and disapprove Debtor’s transaction with Avatar. This is improper, and appears to be a

clear effort to eliminate a competitor, not maximize the value of the Debtor's estate. Moreover, CFIUS review proceedings are confidential. Synopsys should not be permitted to use discovery in this case as a vehicle to pry into what would be a confidential review.

28. In analogous circumstances, the Court granted Debtor's motion to (1) hear evidence relating to proceedings before CFIUS *in camera*, and (2) exclude representatives from two bidders – XO Communications, Inc. ("XO") and IDT Corporation ("IDT") – from participating in the evidentiary hearing. *In re Global Crossing Ltd.*, 295 B.R. 720, 722 (Bankr. S.D.N.Y. 2003). In so doing, the Court first emphasized the confidential nature of the CFIUS review process as the basis for holding the evidentiary hearing *in camera*:

As appears to be undisputed, CFIUS is charged with reviewing the national security implications of particular transactions . . . Given the national security-related nature of the CFIUS review process, it is generally protected from disclosure to the public, subject to exceptions in the regulations which the Court will discuss momentarily.

Id.

29. The Court ordered XO and IDT excluded from the hearing amid concerns that XO and IDT would use information obtained at the hearing to interfere with CFIUS approval, and thus derail a pending transaction between Debtor and Purchaser, Singapore Technologies Telemedia Pte Ltd. ("STT"). The Court found "*that as a competing bidder, XO would benefit as a bidder from the disapproval by CFIUS far more than it would benefit as a creditor by approval*, and, as a consequence, that XO has an interest in derailing the requested CFIUS approval if it can." *Id.* at 723 (emphasis added). The Court noted:

The Debtors contend that XO and IDT would exploit any information they could gather from hearing CFIUS-related testimony to interfere with the regulatory approval process to the detriment of the Debtors, their estates, and all parties in interest. While that necessarily involves a prediction as to the future, the Court can and does find that it is highly likely, if not certain, that at least XO would do that, and that is both reasonable and essential to protect the Debtors' estates from that risk.

Id.

30. Similarly here, Synopsys, as the only competing bidder and as Debtor's largest competitor in its software sector, would benefit from CFIUS's disapproval of Debtor's transaction with Avatar.

31. Synopsys should not be heard to argue that this topic is a legitimate effort to obtain information so that it can ascertain whether CFIUS approval of the transaction is likely to be granted or denied. As discussed, Avatar has already stated that it is waiving CFIUS approval as a Closing condition. Moreover, Synopsys has already gone on record with a lengthy and inflammatory submission providing its views on whether CFIUS is likely to review Debtor's transaction with Avatar and whether CFIUS is likely to block the transaction. *See* D.I. 297.

32. Finally, Avatar's "consideration of and plans for obtaining and/or waiving CFIUS approval for the transaction contemplated by the Asset Purchase Agreement" was done in consultation with its attorneys. Avatar's testimony on this topic, therefore, is protected from disclosure by the attorney-client privilege.

33. In view of the foregoing, Avatar respectfully requests that the Court quash the Notice as it relates to this topic, and/or issue a Protective Order precluding Avatar from having to provide a witness on this topic.

34. The third "Topic of Examination" in the Synopsys Notice is:

The identity of any individual or entity other than the Purchaser that (a) is expected to become the ultimate owner of any of the Debtor's assets following the sale contemplated

by the Asset Purchase Agreement or (b) has provided or will provide funding to the Purchaser to effectuate the sale contemplated by the Asset Purchase Agreement.

35. This topic pries into Avatar's plans for the acquired assets. This is not relevant to the proposed sale of the assets in the first instance, and is not the sort of information Avatar should have to provide to an avowed competitor.

36. Once again, Synopsys should not be heard to argue that the information called for by this topic is an effort to obtain information that will allow it to analyze whether CFIUS approval of the transaction is likely to be granted or denied. As discussed, Avatar has already stated that it is waiving CFIUS approval as a Closing condition, and, Synopsys has already gone on record with an inflammatory submission proclaiming its views on whether CFIUS is likely to review Debtor's transaction with Avatar and whether CFIUS approval of the transaction is likely to be granted or denied. *See* D.I. 297.

37. Avatar respectfully requests that the Court quash the Notice as it relates to this topic, and/or issue a Protective Order precluding Avatar from having to provide a witness on this topic.

38. The fourth "Topic of Examination" is:

Any current or prior relationship between Avator, King Mark or Jinyuang Han and the government of the People's Republic of China.

39. As discussed above, Avatar has already offered to provide Synopsys with a declaration stating that Avatar, King Mark and Mr. Han have no ties to the government of the People's Republic of China. Synopsys asserts that it is entitled to explore any past ties that Mr. Han may have had with the Chinese government because it is relevant to Synopsys' analysis of whether CFIUS will approve Debtor's transaction with Avatar. That is not a legitimate reason for Synopsys to take further discovery on this topic for the reasons discussed in connection with Topics 2 and 3. Avatar respectfully requests that the Court quash the Notice as it relates to this

topic, and/or issue a Protective Order precluding Avatar from having to provide a witness on this topic.

40. The fifth “Topic for Examination” is:

Avatar’s understanding of the obligations of the Debtor and its successors under the Permanent Injunction and its plans for running the Debtor’s business in compliance therewith.

41. Avatar has already told Synopsys that it is aware of the Preliminary Injunction (it is specifically referenced in the APA), and that Avatar intends to comply with the Preliminary Injunction. Avatar will provide a 30(b)(6) witness to testify to the foregoing. Avatar, however, should not be required to proffer testimony about “its plans for running the Debtor’s business in compliance” with the Permanent Injunction. In fact, Avatar will not be running the Debtor’s business; this is a sale of assets; Avatar will be running its own business. Avatar’s plans for running its business is proprietary and confidential information (especially with respect to a competitor) and Synopsys is not entitled to this information. Further, Avatar’s plans for complying with the injunction necessarily would be developed in consultation with Avatar’s attorneys, and testimony on this topic would be privileged.

42. Moreover, Synopsys’ Request for testimony in this regard is nothing more than a thinly-disguised attempt to obtain information that it can use in a later copyright infringement action. The bankruptcy court is not the place to litigate copyright infringement suits. If Avatar is the successful bidder, and Avatar uses the acquired assets in a way that Synopsys believes violates the Permanent Injunction, Synopsys can bring suit at that time in the appropriate forum. Avatar respectfully requests that the Court issue a Protective Order limiting this topic to seeking an on-the-record statement from Avatar that it intends to comply with the Permanent Injunction.

43. The sixth “Topic of Examination” is:

The DIP financing Avatar proposes to provide to the Debtors.

44. Avatar has notified Debtor and Synopsys that it is waiving CFIUS approval of the transaction as a condition of Closing. Accordingly, Avatar does not intend to provide DIP financing to the Debtors, the Debtors have indicated to Synopsys and Avatar that the DIP motion is being withdrawn. This topic is moot. Avatar respectfully requests that the Court quash the Notice as it relates to this topic, and/or issue a Protective Order precluding Avatar from having to provide a witness on this topic.

B. Request for Deposition to Be Marked Confidential and Held Under Seal.

45. To the extent that Synopsys continues to request information from Avatar that would be the subject of confidential proceedings before CFIUS, or would otherwise request confidential and proprietary business information, Avatar requests that any such testimony (and associated documents), if any is permitted by the Court, be marked confidential and be sealed pursuant to 11 U.S.C. §107.

IV. CONCLUSION

WHEREFORE, Avatar respectfully requests that the Court enter an appropriate protective order in the form attached hereto as Exhibit A, and grant such other and further relief which is just and proper.

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Dated: May 8, 2017

MORRIS JAMES LLP

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**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:

ATOPTECH, INC.,

Debtor.

Chapter 11

Case No. 17-10111 (MFW)

**Hearing Date: TBD
Obj. Deadline: TBD**

NOTICE OF MOTION

PLEASE TAKE NOTICE that on May 8, 2017, Avatar Integrated Systems, Inc. (“Avatar”) filed with the United States Bankruptcy Court for the District of Delaware (the “Bankruptcy Court”) the *Motion of Avatar Integrated Systems, Inc. for Protective Order* (the “Motion”).

PLEASE TAKE FURTHER NOTICE that a hearing to consider the Motion will be held on a date to be determined and at the convenience of the Court before The Honorable Mary F. Walrath, United States Bankruptcy Judge, 824 Market Street, 5th Floor, Wilmington, Delaware. Only those objections made in writing, timely filed, and served as requested by the Court will be considered.

IF YOU FAIL TO RESPOND IN ACCORDANCE WITH THIS NOTICE, THE COURT MAY GRANT THE RELIEF DEMANDED BY THE MOTION WITHOUT FURTHER NOTICE OR HEARING.

Dated: May 8, 2017

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EXHIBIT A

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:

ATOPTECH, INC.,

Debtor.

Chapter 11

Case No. 17-10111 (MFW)

Ref. Docket No. ____

**ORDER GRANTING MOTION OF AVATAR INTEGRATED SYSTEMS, INC. FOR
PROTECTIVE ORDER**

WHEREAS Avatar Integrated Systems, Inc. (“Avatar”) moved for a protective order (the “Motion”) with respect to Synopsys Inc.’s (“Synopsys”) Notice of Deposition of Avatar Integrated Systems, Inc. Pursuant to Fed. R. Civ. P. 30(b)(6) and Request for Documents (D.I. 275) (the “Notice”); and

WHEREAS the Court has considered the Motion and any response filed in response thereto, if any, and argument of counsel, if any; and

WHEREAS the Court has determined that entry of a protective order is appropriate,

IT IS HEREBY ORDERED this ____ day of _____, 2017 as follows:

- 1) Synopsys has been given a copy of Avatar’s APA which is sufficient for purposes of what assets Avatar intends to acquire pursuant to the APA. Further testimony or discovery regarding topic 1 listed in the Notice is not appropriate.
- 2) Avatar has waived CFIUS approval as a closing condition in the APA. Further testimony or discovery on topic 2 listed in the Notice is not appropriate.
- 3) Avatar is identified as the purchaser of the assets as set forth in APA, and has provided adequate information regarding the ability to fund the purchase. Further testimony or discovery on topic 3 listed in the Notice is not appropriate.

- 4) Avatar has offered to provide a declaration with respect to the items listed in topic 4. Further testimony or discovery on topic 4 listed in the Notice is not appropriate.
- 5) Avatar has told Synopsys that is aware of the Permanent Injunction and that it intends to comply with it. Further testimony or discovery on topic 2 listed in the Notice is not appropriate.
- 6) No DIP financing motion is pending, and no DIP financing will be provided by Avatar. Accordingly, testimony and discovery on DIP financing is unnecessary.
- 7) Any deposition testimony of Avatar's 30(b)(6) witness shall be marked confidential and placed under seal until further order of the Court.

Dated: _____

The Honorable Mary F. Walrath
United States Bankruptcy Judge