

EXHIBIT A



Service of Process Transmittal Form
Chicago, Illinois

10/04/2002

TO: Alex Glushko ESO

5665 PLAZA DR.
CYPRESS, CA 90630

RE: PROCESS SERVED IN ILLINOIS

FOR MITSUBISHI ELECTRIC & ELECTRONICS USA, INC. Domestic State: De

THE FOLLOWING IS A LIST OF THE OFFICES OF THE ABOVE COMPANY AS FOLLOWS:



SUBPOENA DUCES TECUM

Issued Pursuant to Rule 3.34(b), 16 C.F.R. § 3.34(b)(1997)

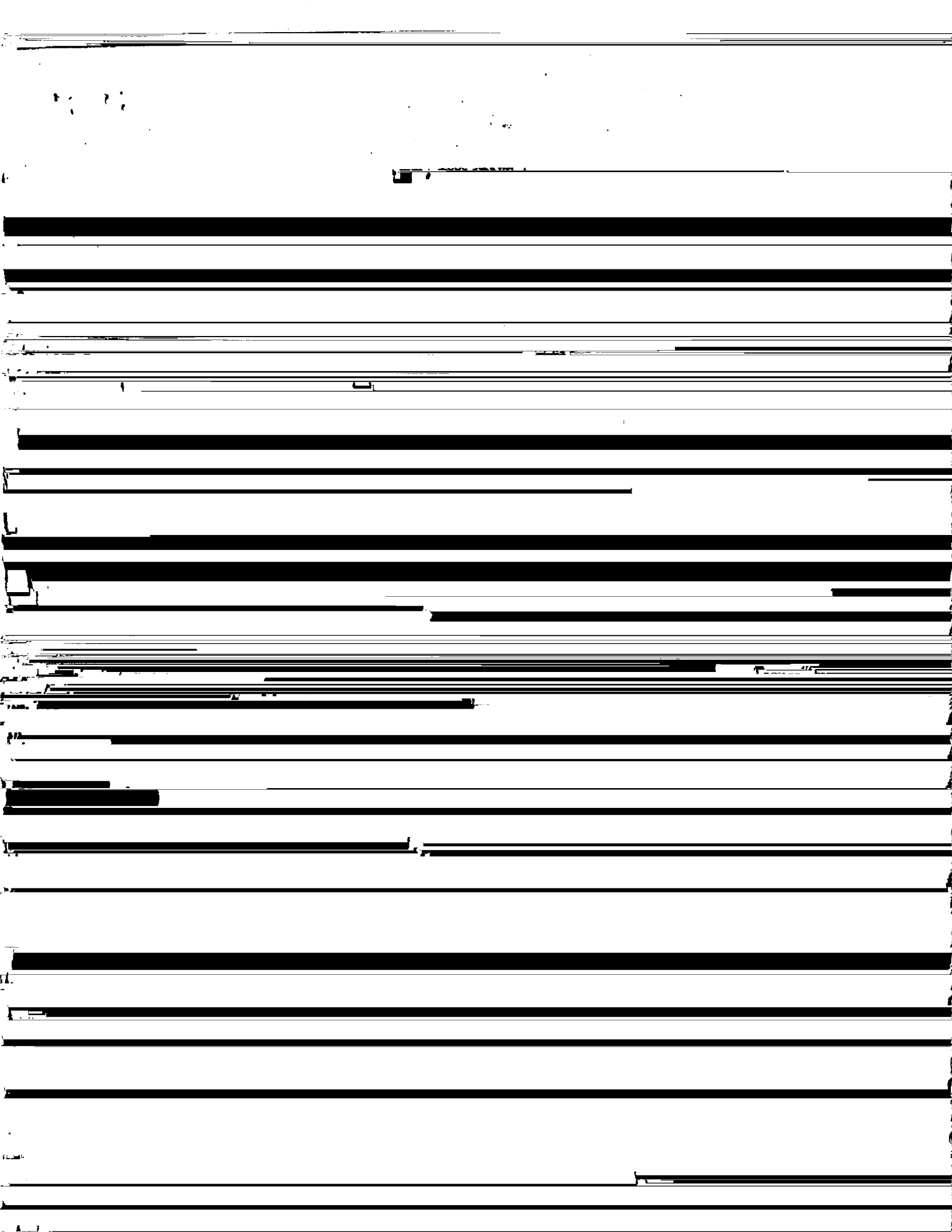
1. TO

Mitsubishi Electric & Electronics USA,
Inc.
208 South La Salle Street
Chicago, Illinois 60604

2. FROM

UNITED STATES OF AMERICA
FEDERAL TRADE COMMISSION

This subpoena requires you to produce and permit inspection and copying of designated books, documents, etc.

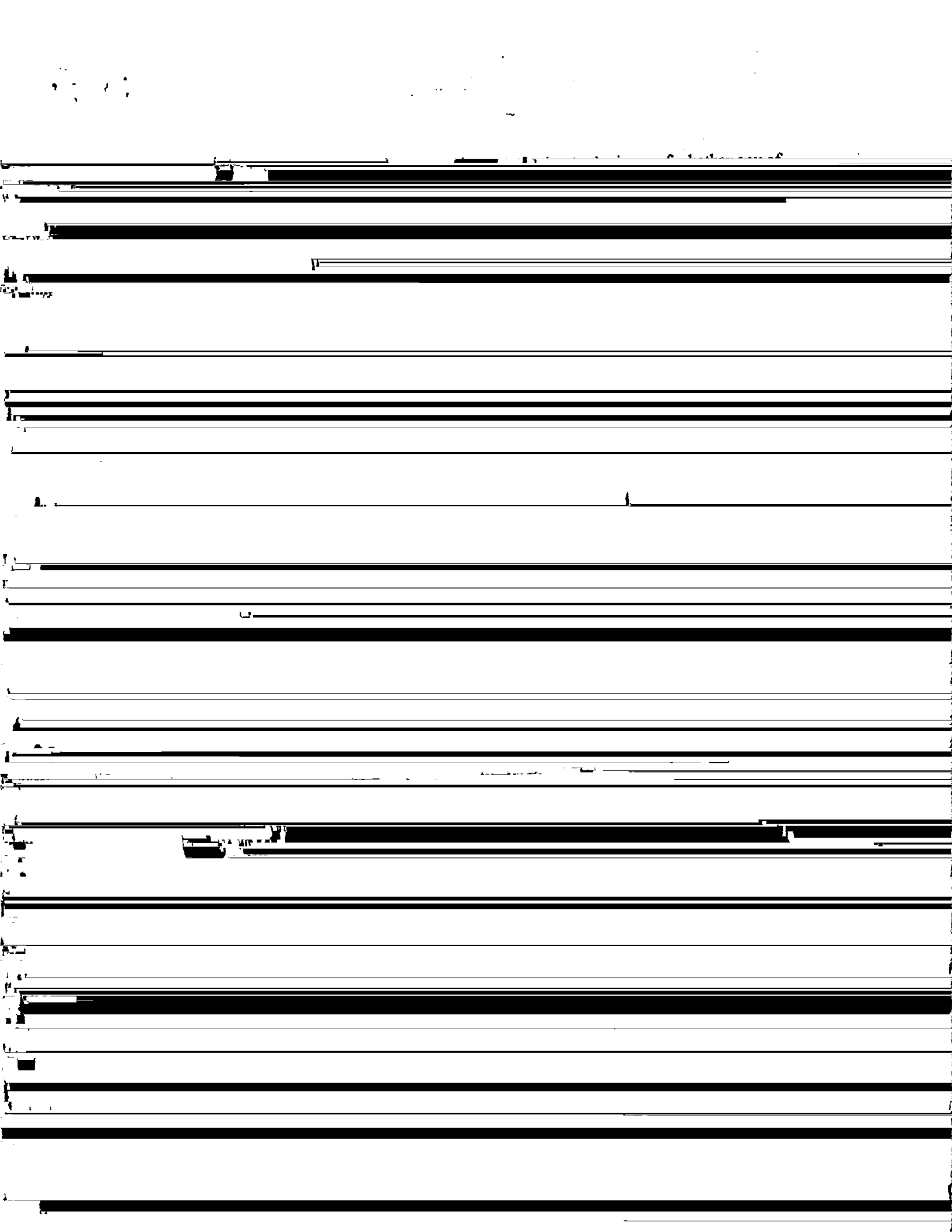


P. 2

the manner in which they are kept in the ordinary course of business or organize or label them to correspond with the categories described below.

9 As used herein, the term "RAND" is an acronym for the phrase "reasonable and non-discriminatory."

10 For your convenience, a copy of the Confidentiality Order entered by the



11 All documents describing, analyzing, or referring to the possibility of designing

around Rambus' claimed intellectual property.

_____ of _____ technology or

CONFIDENTIAL

f. all documents relating to any patents or patent applications covering any alternative technologies or features that might be used to perform the same functions as that technology;

Documents describing how that feature operates or is used in JEDEC-

**J
H**

compliant SDRAM or JEDEC-compliant DDR SDRAM products;

22. Documents sufficient to identify all patents and patent applications that any of

_____ related to or were involved in the work of JEDEC.

your search for patents or patent applications in connection with the JEDEC disclosure policy;

_____ the personnel involved in any such search

32. All documents describing, reflecting, or referring to any policies relating to any sanctions (whether imposed by the standard-setting organization or other entities) for failure to comply with a standard-setting organization's disclosure policy.

33. All documents describing, reflecting, or referring to your decision whether to

participate in JEDEC or other standard-setting organizations, and the factors involved in that decision.

34. All documents comparing any actual or proposed DRAM product or technology to any other actual or proposed product or technology.

35. All documents comparing the cost of manufacture or use of any actual or

proposed DRAM product or technology to the cost of manufacture or use of any product

42. All documents describing, reflecting, or referring to standards or requirements for

~~DBAM as a representative of its company as implemented by an organization with Intel.~~

43. All documents relating to meetings you have participated in with any representative of Rambus.

44. All documents relating to the formation as a member of Advanced DBAM

51. All documents relating or referring to the setting of DRAM chip prices at any level (e.g., end-user, distributor) during the relevant pricing period, including, but not limited to, discussions of price changes, pricing goals or strategies, and competitor responses or reactions to price changes.

52. All documents sufficient to show the following information for each sale of

DRAM chips made by the company during the relevant pricing period:

a. the date of each sale;

d. the purchaser;

e. the price per chip; and

f. the terms of the sale agreement.

53. Documents sufficient to show the quantity of DRAM chips the company manufactured during the relevant pricing period

58. All documents constituting or referring to any communication between the

DRAM chips.

59. All documents relating or referring to the quantity of DRAM chips manufactured by any other DRAM manufacturer.

60. All documents relating or referring to the price of DRAM chips manufactured by any other DRAM manufacturer.

61. All documents that the company has provided to or received from the Department

of Justice ("DOJ"), any grand jury, or any other person in connection with the DOJ's investigation of alleged price-fixing by certain DRAM chip manufacturers.

62. Documents sufficient to identify the individuals responsible for or involved in

RECEIVED

AUG 12 2002

UNITED STATES OF AMERICA

TRADE MARK

- c. "Rambus" means Rambus Incorporated, a public corporation organized, existing, and doing business under and by virtue of the laws of the State of Delaware, with

its principal place of business located at 4440 El Camino Real, San

Altos, California 94022.

- d. "Party" means either the FTC or Rambus.
e. "Respondent" means Rambus.

mean the Third Party that originally provided the Restricted Confidential or
Confidential Discovery Material to the FTC. Where necessary, such Restricted

Confidential or Confidential Discovery Materials shall be identified by the FTC by
Third Party and the FTC shall provide the Respondent with contact information for
such such Third Party. The Producing Party shall also mean the FTC for purposes

of any document or material prepared by, or on behalf of, the FTC.

"FTC Third Party" means any natural person, partnership, corporation, association, or

not limited to

precedents thereunder Confidential Discovery Material

would likely cause substantial commercial harm or personal embarrassment to the disclosing party. The following is a nonexhaustive list of examples of information that likely will qualify for treatment as Confidential Discovery Material: strategic plans (involving pricing, marketing, research and development, etc.)

utilized for only a small number of documents. Such a designation shall constitute a representation by counsel for the Disclosing Party that the material is properly subject to Restricted Confidential treatment under this Order.

Discovery Material or information derived therefrom shall be used solely by the

Material, in such manner as will not interfere with the legibility thereof, the notation
"CONFIDENTIAL - FTC Docket No. 9302" or "RESTRICTED CONFIDENTIAL, OUTSIDE
COUNSEL ONLY - FTC Docket No. 9302" (or other similar notation containing a reference to
this Matter); or (ii) by any Party instructing the court reporter with notice to all parties within

five (5) business days of the publication of the transcript to designate as "Confidential" or
"Restricted Confidential" each page of the deposition transcript containing such Confidential

Confidential Discovery Material or non-confidential.

.7. Restricted Confidential Discovery Material shall not, directly or indirectly, be

counsel for Respondent, provided that each signs a declaration in the form attached hereto as Exhibit "A," which is incorporated herein by reference. The designated in-house counsel for

~~Respondent are John Danforth, Senior Vice President and General Counsel, and Robert Kramer~~

Counsel.

9. Restricted Confidential or Confidential Discovery Material shall not, directly or indirectly, be disclosed or otherwise provided to an Expert/Consultant unless such

10. For Experts/Consultants who is not an ETC employee and who based his appointment as an

expert in this Matter, is an officer, director, or employee of any company the primary business of which is in the DRAM industry or who regularly consults with any company the primary business

without providing further notice.

Disclosure to New Parties

If any Party desires to disclose a Producing Party's Restricted Confidential or Confidential

Dispositive Material to any person other than those referred to in paragraphs 7 and 8 of this

Protective Order ("New Parties"), the Disclosing Party shall inform the Producing Party of its

Parties of the challenge. Such notice shall identify with specificity (i.e., by document control numbers, deposition transcript page and line reference, or other means sufficient to locate easily such materials) the designation being challenged. The Producing Party may preserve its designation within five (5) business days of receiving notice of the confidentiality challenge by providing the challenging Party and all other Parties to this action with a written statement of the reasons for the designation. If the Producing Party timely preserves its rights, the Parties shall continue to treat the challenged material as Restricted Confidential or Confidential Discovery

change in designation.

12. Restricted Confidential or Confidential Discovery Material shall not be disclosed to any person described as an Expert/Consultant under this Protective Order until such person has executed and transmitted to Respondent's counsel or complaint counsel, as the case may be, a [redacted] declaration, as applicable, in the form attached hereto as Exhibit "A," which is [redacted]

[redacted] shall maintain a

file of all such declarations for the duration of the litigation. Restricted Confidential or

[redacted] Matter except to

complaint counsel and Respondent's counsel in writing that such material should be so designated

~~_____~~ The Parties shall either

return promptly or otherwise destroy the unmarked documents.

14. Counsel for any Producing Party shall have the right to exclude from oral
_____ periods of examination or testimony relating to Restricted Confidential or

_____ classified to receive Restricted Confidential or

Discovery Material from another Party, the Party to whom the request is made shall return immediately to the Producing Party all copies of the Discovery Material within its possession, custody, or control — including all copies in the possession of experts, consultants, or others to whom the Discovery Material was

Produced Pursuant to a Protective Order

Material is not privileged. Such good faith

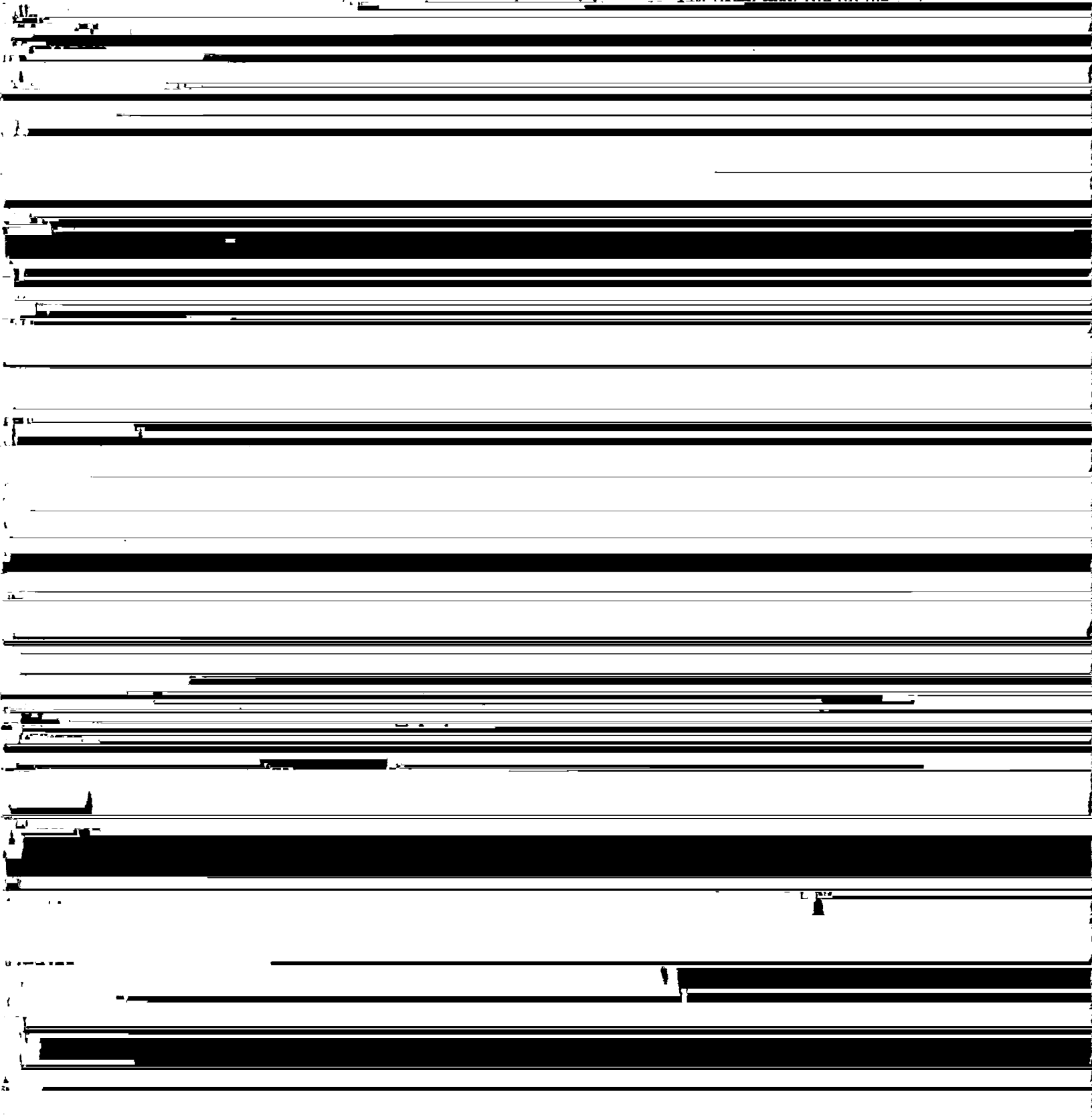
(ii) the discovery material or (ii) the

shall be transmitted and be received by the Producing Party at least ten

a duplicate copy of the paper with the Restricted Confidential or Confidential Discovery

Material deleted pursuant to Section 3.22(b) and 3.45(e) of the Commission's Rules of

_____ Party may file on the



be returned or destroyed. The FTC shall retain, return or destroy documents in accordance

with Rule 4.10 of the FTC's Rules of Practice, 16 C.F.R. § 4.10

20. The provisions of this Protective Order, insofar as they restrict the communication
of Restricted Confidential or Confidential Discovery Material shall without written

permission of the Producing Party or further order of the Administrative Law Judge hearing this
Matter, continue to be binding after the conclusion of this Matter.

21. This Protective Order shall not apply to the disclosure by a Producing Party or its
Counsel of such Producing Party's Restricted Confidential or Confidential Discovery Material to

its officers, directors, employees, agents, independent contractors, consultants, advisors, and

UNITED STATES OF AMERICA
BEFORE FEDERAL TRADE COMMISSION

In the Matter of

RAMBUS, INC.,
a corporation.

Docket No. 9302

DECLARATION CONCERNING PROTECTIVE ORDER
GOVERNING DISCOVERY MATERIAL

I, [NAME], hereby declare and certify the following to be true:

1. [Statement of employment]

Under the "Protective Order Governing Discovery Material" ("Protective

Restricted Confidential or Confidential Discovery Material (as these terms are used in the

Protective Order) in this action and I agree to abide by the Protective Order

I understand that the restrictions on my use of such Restricted Confidential or

Confidential Discovery Material include:

Restricted Confidential or Confidential Discovery

4. I am fully aware that pursuant to Section 3.42(h) of the Commission's

Practice, 16 C.F.R. § 3.42(h), my failure to comply with the terms of the Protective Order may constitute contempt of the Commission.