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17 **UNITED STATES DISTRICT COURT**  
18 **CENTRAL DISTRICT OF CALIFORNIA**

19 SNAIL GAMES USA INC., a  
20 California corporation,  
21 Plaintiff,

22 vs.

23 TENCENT CLOUD LLC, a Delaware  
24 limited liability company,

25 Defendant.

26 Case No. 2:22-cv-02009-CAS (SKx)  
27 Related Case: No. 2:21-cv-9552-CAS  
28 (SKx)

Judge: Hon. Steve Kim

**STIPULATED PROTECTIVE  
ORDER GOVERNING  
DISCOVERY OF SOURCE CODE  
AND OTHER CONFIDENTIAL  
INFORMATION**

29 Action Filed: March 23, 2022

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STIPULATED PROTECTIVE ORDER GOVERNING DISCOVERY OF SOURCE CODE  
AND OTHER CONFIDENTIAL INFORMATION

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1      **1. PURPOSES AND LIMITATIONS**

2      Disclosure and discovery activity in this action are likely to involve  
3      production of confidential, proprietary, or private information for which special  
4      protection from public disclosure and from use for any purpose other than  
5      prosecuting this litigation may be warranted. In particular, the parties agree that the  
6      discovery and exchange of source code, as well as other trade secret and highly  
7      confidential information, is necessary to the resolution of this litigation.

8      Accordingly, the parties hereby stipulate to and petition the court to enter the  
9      following Stipulated Protective Order. The parties acknowledge that this Order does  
10     not confer blanket protections on all disclosures or responses to discovery and that  
11     the protection it affords from public disclosure and use extends only to the limited  
12     information or items that are entitled to confidential treatment under the applicable  
13     legal principles. The parties further acknowledge that this Stipulated Protective  
14     Order does not entitle them to file confidential information under seal; the Local  
15     Rules set forth the procedures that must be followed when a party seeks permission  
16     to file material under seal.

17      **2. DEFINITIONS**

18      2.1    Challenging Party: a Party or Non-Party that challenges the designation  
19     of information or items under this Order.

20      2.2    “CONFIDENTIAL” Information or Items: information (regardless of  
21     how it is generated, stored, or maintained) or tangible things that qualify for  
22     protection under Federal Rule of Civil Procedure 26(c).

23      2.3    Counsel (without qualifier): Outside Counsel of Record and House  
24     Counsel (as well as their support staff).

25      2.4    Designating Party: a Party or Non-Party that designates information or  
26     items that it produces in disclosures or in responses to discovery as  
27     “CONFIDENTIAL,” “HIGHLY CONFIDENTIAL—ATTORNEYS’ EYES  
28     ONLY” or “HIGHLY CONFIDENTIAL—SOURCE CODE”.

1           2.5    Disclosure or Discovery Material: all items or information, regardless  
2 of the medium or manner in which it is generated, stored, or maintained (including,  
3 among other things, testimony, transcripts, and tangible things), that are produced or  
4 generated in disclosures or responses to discovery in this matter, including  
5 documents, data and information, answers to interrogatories, answers to deposition  
6 questions, responses to requests for admission, as well as copies, excerpts,  
7 summaries, or compilations thereof, and testimony, conversations or presentations  
8 by parties or counsel to or in court or in other settings.

9           2.6    Expert: a person with specialized knowledge or experience in a matter  
10 pertinent to the litigation who (1) has been retained by a Party or its counsel to serve  
11 as an expert witness or as a consultant in this action, (2) is not a past or current  
12 employee of a Party or of a Party's competitor, and (3) at the time of retention, is not  
13 anticipated to become an employee of a Party or of a Party's competitor.

14           2.7    "HIGHLY CONFIDENTIAL — ATTORNEYS' EYES ONLY"  
15           Information or Items: extremely sensitive "Confidential Information or Items,"  
16 disclosure of which to another Party or Non-Party would create a substantial risk of  
17 serious harm that could not be avoided by less restrictive means. It includes,  
18 without limitation, (1) highly sensitive corporate strategy information; (2) highly  
19 sensitive product information containing information not available to competitors or  
20 the public concerning present products, anticipated products or products in  
21 development; (3) pending but unpublished patent applications; (4) customers'  
22 identities and personal information; and (5) other highly confidential technical,  
23 research and development, and financial information.

24           2.8    "HIGHLY CONFIDENTIAL — SOURCE CODE" Information or  
25           Items: extremely sensitive "Confidential Information or Items" representing  
26 computer code and associated comments and revision histories, formulas,  
27 engineering specifications, or schematics that define or otherwise describe in detail  
28 the algorithms or structure of software or hardware designs, disclosure of which to

1 another Party or Non-Party would create a substantial risk of serious harm that could  
2 not be avoided by less restrictive means.

3       2.9    House Counsel: attorneys who are employees of a party to this action  
4 (as well as their support staff). House Counsel does not include Outside Counsel of  
5 Record or any other outside counsel.

6       2.10   Non-Party: any natural person, partnership, corporation, association, or  
7 other legal entity not named as a Party to this action.

8       2.11   Outside Counsel of Record: attorneys and their support staff who are  
9 not employees of a party to this action and who (i) are retained to represent or advise  
10 a party to this action and have appeared in this action on behalf of that party or are  
11 affiliated with a law firm which has appeared on behalf of that party; or (ii) are  
12 employed with a law firm that is retained to represent or advise a party regarding  
13 this Action.

14       2.12   Party: any party to this action, including all of its officers, directors,  
15 employees, consultants, retained experts, House Counsel, and Outside Counsel of  
16 Record (and their support staffs).

17       2.13   Producing Party: a Party or Non-Party that produces Disclosure or  
18 Discovery Material in this action.

19       2.14   Professional Vendors: persons or entities that provide litigation support  
20 services (e.g., photocopying, videotaping, translating, preparing and reviewing  
21 discovery material, exhibits or demonstrations, and organizing, storing, or retrieving  
22 data in any form or medium) and their employees and subcontractors.

23       2.15   Protected Material: any Disclosure or Discovery Material that is  
24 designated as “CONFIDENTIAL,” “HIGHLY CONFIDENTIAL—  
25 ATTORNEYS’ EYES ONLY.” or as “HIGHLY CONFIDENTIAL— SOURCE  
26 CODE.”

27       2.16   Receiving Party: a Party that receives Disclosure or Discovery Material  
28 from a Producing Party.

1           2.17 Related Case: Suzhou Angela Online Game Technology Co., Ltd. et al.  
2 *v. Snail Games USA Inc. et al.*, Case Number 2:21-cv-9552-CAS-SK, pending in the  
3 United States District Court for the Central District of California.

4 **3. SCOPE**

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

20 **4. DURATION**

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

1           **5. DESIGNATING PROTECTED MATERIAL**

2           **5.1    Exercise of Restraint and Care in Designating Material for Protection.**

3    Each Party or Non-Party that designates information or items for protection under  
4    this Order must take care to limit any such designation to specific material that  
5    qualifies under the appropriate standards. Mass, indiscriminate, or routinized  
6    designations are prohibited. Designations that are shown to be clearly unjustified or  
7    that have been made for an improper purpose (e.g., to unnecessarily encumber or  
8    retard the case development process or to impose unnecessary expenses and burdens  
9    on other parties) may expose the Designating Party to sanctions.

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

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

19       Designation in conformity with this Order requires:

20       (a)    for information in documentary form (e.g., paper or electronic  
21    documents, but excluding transcripts of depositions or other pretrial or trial  
22    proceedings), that the Producing Party affix the legend “CONFIDENTIAL,”  
23    “HIGHLY CONFIDENTIAL—ATTORNEYS’ EYES ONLY,” or “HIGHLY  
24    CONFIDENTIAL—SOURCE CODE,” to each page of the document that contains  
25    protected material.

26       A Party or Non-Party that makes original documents or materials available for  
27    inspection need not designate them for protection until after the inspecting Party has  
28    indicated which material it would like copied and produced. During the inspection

1 and before the designation, all of the material made available for inspection shall be  
2 deemed “HIGHLY CONFIDENTIAL— ATTORNEYS’ EYES ONLY.” After the  
3 inspecting Party has identified the documents it wants copied and produced, the  
4 Producing Party must determine which documents, or portions thereof, qualify for  
5 protection under this Order. Then, before producing the specified documents, the  
6 Producing Party must affix the appropriate legend “CONFIDENTIAL,” “HIGHLY  
7 CONFIDENTIAL— ATTORNEYS’ EYES ONLY,” or “HIGHLY  
8 CONFIDENTIAL— SOURCE CODE,” to each page that contains Protected  
9 Material.

10 (b) for testimony given in deposition or in other pretrial or trial  
11 proceedings, that the Designating Party identify on the record, before the close of  
12 the deposition, hearing, or other proceeding, all protected testimony and specify the  
13 level of protection being asserted. When it is impractical to identify separately each  
14 portion of testimony that is entitled to protection and it appears that substantial  
15 portions of the testimony may qualify for protection, the Designating Party may  
16 invoke on the record (before the deposition, hearing, or other proceeding is  
17 concluded) a right to have up to 30 days to identify the specific portions of the  
18 testimony as to which protection is sought and to specify the level of protection  
19 being asserted. Only those portions of the testimony that are appropriately  
20 designated for protection within the 30 days shall be covered by the provisions of  
21 this Stipulated Protective Order. Alternatively, a Designating Party may specify, at  
22 the deposition or up to 30 days afterwards if that period is properly invoked, that the  
23 entire transcript shall be treated as “CONFIDENTIAL” or “HIGHLY  
24 CONFIDENTIAL— ATTORNEYS’ EYES ONLY.”

25 Parties shall give the other parties notice if they reasonably expect a  
26 deposition, hearing or other proceeding to include Protected Material so that the  
27 other parties can ensure that only authorized individuals who have signed the  
28 “Acknowledgment and Agreement to Be Bound” (Exhibit A) are present at those

1 proceedings. The use of a document as an exhibit at a deposition shall not in any  
2 way affect its designation as “CONFIDENTIAL,” “HIGHLY CONFIDENTIAL—  
3 ATTORNEYS’ EYES ONLY,” or “HIGHLY CONFIDENTIAL— SOURCE  
4 CODE.”

5 Transcripts containing Protected Material shall have an obvious legend with  
6 the appropriate designation on the title page that the transcript contains Protected  
7 Material. If only portions of a transcript are designated as Protected Material, then  
8 the title page shall be followed by a list of all pages (including line numbers as  
9 appropriate) that have been designated as Protected Material and the level of  
10 protection being asserted by the Designating Party. The Designating Party shall  
11 inform the court reporter of these requirements. Any transcript that is prepared  
12 before the expiration of a 30-day period for designation shall be treated during that  
13 period as if it had been designated “HIGHLY CONFIDENTIAL— ATTORNEYS’  
14 EYES ONLY” in its entirety unless otherwise agreed. After the expiration of that  
15 period, the transcript shall be treated only as actually designated.

16 (c) for information produced in some form other than documentary and for  
17 any other tangible items, that the Producing Party affix in a prominent place on the  
18 exterior of the container or containers in which the information or item is stored the  
19 legend “CONFIDENTIAL,” or “HIGHLY CONFIDENTIAL— ATTORNEYS’  
20 EYES ONLY,” or “HIGHLY CONFIDENTIAL— SOURCE CODE.”

21 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent  
22 failure to designate qualified information or items does not, standing alone, waive  
23 the Designating Party’s right to secure protection under this Order for such material.  
24 Upon timely correction of a designation, the Receiving Party must make reasonable  
25 efforts to assure that the material is treated in accordance with any revised  
26 designations under the provisions of this Stipulated Protective Order and promptly  
27 collect any copies of the material that have been provided to individuals other than  
28 those authorized under Paragraph 9 of this Order. The Designating Party may also

1 request the individuals to execute the “Acknowledgment and Agreement to Be  
2 Bound” that is attached hereto as Exhibit A.

3       5.4    Court-Appointed Neutral Expert’s Report. As part of the Related Case,  
4 Court-Appointed Neutral Expert Robert Zeidman has prepared a report (the  
5 “Report”), that is currently subject to a protective order in the Related Case. The  
6 Parties expect that the Report will be produced in this action. If it is produced, the  
7 Producing Party shall designate the Report in a manner consistent with the  
8 designations and protections applicable under the protective order entered in the  
9 Related Case.

10      **6. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

11       6.1    Timing of Challenges. Any Party may challenge a designation of  
12 confidentiality at any time that is consistent with the Court’s Scheduling Order.

13       6.2    Meet and Confer. The Challenging Party shall initiate the dispute  
14 resolution process under Local Rule 37.1 et seq.

15       The burden of persuasion in any such challenge proceeding shall be on the  
16 Designating Party. Frivolous challenges and those made for an improper purpose  
17 (e.g., to harass or impose unnecessary expenses and burdens on other parties) may  
18 expose the Challenging Party to sanctions. All parties shall continue to afford the  
19 material in question the level of protection to which it is entitled under the  
20 Producing Party’s designation until the court rules on the challenge.

21      **7. ACCESS TO AND USE OF PROTECTED MATERIAL**

22       7.1    Basic Principles. A Receiving Party may use Protected Material that is  
23 disclosed or produced by another Party or by a Non-Party in connection with this  
24 case only for prosecuting, defending, or attempting to settle this litigation. Such  
25 Protected Material may be disclosed only to the categories of persons and under the  
26 conditions described in this Order. When the litigation has been terminated, a  
27 Receiving Party must comply with the provisions of section 15 below (FINAL  
28 DISPOSITION).

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

4           7.2    Disclosure of “CONFIDENTIAL” Information or Items. Unless  
5 otherwise ordered by the court or permitted in writing by the Designating Party, a  
6 Receiving Party may disclose any information or item designated  
7 “CONFIDENTIAL” only to:

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

13           (b)    the officers, directors, and employees (including House Counsel) of the  
14 Receiving Party to whom disclosure is reasonably necessary for this litigation and  
15 who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

16           (c)    Experts (as defined in this Order) of the Receiving Party to whom  
17 disclosure is reasonably necessary for this litigation and who have signed the  
18 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

19           (d)    the court and its personnel;

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

24           (f)    during their depositions, or in court proceedings, witnesses, and  
25 attorneys for witnesses, in the action to whom disclosure is reasonably necessary  
26 and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit  
27 A), unless otherwise agreed by the Designating Party or ordered by the court. Pages  
28 of transcribed deposition testimony or exhibits to depositions that reveal Protected

1 Material must be separately bound by the court reporter and may not be disclosed to  
2 anyone except as permitted under this Stipulated Protective Order.

3 (g) the author or recipient of a document containing the information or a  
4 custodian or other person who otherwise possessed or knew the information, but  
5 only if the author, recipient, custodian, or other person obtained the information in a  
6 manner that did not violate any laws, statutes, contracts, or other duties owed by the  
7 author, recipient, custodian, or other person.

8 (h) Any mediator or settlement officer, and their supporting personnel,  
9 mutually agreed upon by any of the parties engaged in settlement discussions.

10 **7.3 Disclosure of “HIGHLY CONFIDENTIAL — ATTORNEYS’ EYES**  
11 **ONLY” Information or Items.** Unless otherwise ordered by the court or permitted in  
12 writing by the Designating Party, a Receiving Party may disclose any information or  
13 item designated “HIGHLY CONFIDENTIAL — ATTORNEYS’ EYES ONLY”  
14 only to:

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

20 (b) Experts of the Receiving Party (1) to whom disclosure is reasonably  
21 necessary for this litigation, (2) who have signed the “Acknowledgment and  
22 Agreement to Be Bound” (Exhibit A), and (3) as to whom the procedures set forth in  
23 paragraph 7.4(a)(2), below, have been followed;

24 (c) the court and its personnel;

25 (d) court reporters and their staff, professional jury or trial consultants,  
26 mock jurors, and Professional Vendors to whom disclosure is reasonably necessary  
27 for this litigation and who have signed the “Acknowledgment and Agreement to Be  
28 Bound” (Exhibit A); and

(e) the author or recipient of a document containing the information or a custodian or other person who otherwise possessed or knew the information, but only if the author, recipient, custodian, or other person obtained the information in a manner that did not violate any laws, statutes, contracts, or other duties owed by the author, recipient, custodian, or other person.

(f) Any mediator or settlement officer, and their supporting personnel, mutually agreed upon by any of the parties engaged in settlement discussions.

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

(a) Unless otherwise ordered by the court or agreed to in writing by the Designating Party, a Party that seeks to disclose to an Expert (as defined in this Order) any information or item that has been designated “HIGHLY CONFIDENTIAL—ATTORNEYS’ EYES ONLY” or “HIGHLY CONFIDENTIAL—SOURCE CODE” first must make a written request to the Designating Party that (1) identifies the general categories of “HIGHLY CONFIDENTIAL—ATTORNEYS’ EYES ONLY” or “HIGHLY CONFIDENTIAL—SOURCE CODE” information that the Receiving Party seeks permission to disclose to the Expert, (2) sets forth the full name of the Expert and the city and state of his or her primary residence, (3) attaches a copy of the Expert’s current resume, (4) identifies the Expert’s current employer(s), (5) identifies each person or entity from whom the Expert has received compensation or funding for work in his or her areas of expertise or to whom the expert has provided professional services, including in connection with a litigation, at any time during the preceding five years,<sup>1</sup> and (6) identifies (by name and number of the case, filing

<sup>1</sup> If the Expert believes any of this information is subject to a confidentiality obligation to a third-party, then the Expert should provide whatever information the Expert believes can be disclosed.

1 date, and location of court) any litigation in connection with which the Expert has  
2 offered expert testimony, including through a declaration, report, or testimony at a  
3 deposition or trial, during the preceding five years.

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

9 **8. PROSECUTION BAR**

10 Absent written consent from the Producing Party, any individual (except an  
11 Expert) who receives access to “HIGHLY CONFIDENTIAL—ATTORNEYS’  
12 EYES ONLY” or “HIGHLY CONFIDENTIAL—SOURCE CODE” information  
13 shall not be involved in the prosecution of patents or patent applications relating to  
14 video games or electronic forms of entertainment before any foreign or domestic  
15 agency, including the United States Patent and Trademark Office (“the Patent  
16 Office”). For purposes of this paragraph, “prosecution” includes directly or  
17 indirectly drafting, amending, advising, or otherwise affecting the scope or  
18 maintenance of patent claims. To avoid any doubt, “prosecution” as used in this  
19 paragraph does not include representing a party challenging a patent before a  
20 domestic or foreign agency (including, but not limited to, a reissue protest, *ex parte*  
21 reexamination or *inter partes* reexamination). This Prosecution Bar shall begin  
22 when access to “HIGHLY CONFIDENTIAL—ATTORNEYS’ EYES ONLY” or  
23 “HIGHLY CONFIDENTIAL—SOURCE CODE” information is first received by  
24 the affected individual and shall end two (2) years after final termination of this  
25 action.

26  
27 \_\_\_\_\_  
28 without violating any confidentiality agreements, and the Party seeking to disclose to the Expert  
shall be available to meet and confer with the Designating Party regarding any such engagement.

1        **9. SOURCE CODE**

2        (a) To the extent production of source code becomes necessary in this case,  
3 a Producing Party may designate source code as “HIGHLY CONFIDENTIAL  
4 — SOURCE CODE” if it comprises or includes confidential, proprietary or trade  
5 secret source code.

6        (b) Protected Material designated as “HIGHLY CONFIDENTIAL —  
7 SOURCE CODE” shall be subject to all of the protections afforded to “HIGHLY  
8 CONFIDENTIAL — ATTORNEYS’ EYES ONLY” information including the  
9 Prosecution Bar set forth in Paragraph 8, and may be disclosed only to the  
10 individuals to whom “HIGHLY CONFIDENTIAL — ATTORNEYS’ EYES  
11 ONLY” information may be disclosed, as set forth in Paragraphs 7.3 and 7.4.

12        (c) Any source code produced in discovery shall be made available for  
13 inspection, in a format allowing it to be reasonably reviewed and searched, during  
14 normal business hours or at other mutually agreeable times, at an office of the  
15 Producing Party’s counsel or another mutually agreed upon location. The source  
16 code shall be made available for inspection on a secured computer in a secured room  
17 without Internet access or network access to other computers, and the Receiving  
18 Party shall not copy, remove, or otherwise transfer any portion of the source code  
19 onto any recordable media or recordable device. The Producing Party may visually  
20 monitor the activities of the Receiving Party’s representatives during any source  
21 code review, but only to ensure that there is no unauthorized recording, copying, or  
22 transmission of the source code.

23        (d) The Receiving Party may request paper copies of limited portions of  
24 source code that are reasonably necessary for the preparation of court filings,  
25 pleadings, expert reports, or other papers, or for deposition or trial, but shall not  
26 request paper copies for the purposes of reviewing the source code other than  
27 electronically as set forth in paragraph (c) in the first instance. The Producing Party  
28 shall provide all such source code in paper form including bates numbers and the

1 label "HIGHLY CONFIDENTIAL - SOURCE CODE." The Producing Party may  
2 challenge the amount of source code requested in hard copy form pursuant to the  
3 dispute resolution procedure and timeframes set forth in Paragraph 6 whereby the  
4 Producing Party is the "Challenging Party" and the Receiving Party is the  
5 "Designating Party" for purposes of dispute resolution.

6 (e) The Receiving Party shall maintain a record of any individual who has  
7 inspected any portion of the source code in electronic or paper form. The Receiving  
8 Party shall maintain all paper copies of any printed portions of the source code in a  
9 secured, locked area. The Receiving Party shall not create any electronic or other  
10 images of the paper copies and shall not convert any of the information contained in  
11 the paper copies into any electronic format; provided, however, that information  
12 contained in the paper copies may be incorporated into draft or final court filings,  
13 pleadings, and other papers that the Receiving Party reasonably anticipates filing  
14 with the court either in whole or in part, including a testifying expert's report. The  
15 Receiving Party shall only make additional paper copies if such additional copies  
16 are (1) necessary to prepare court filings, pleadings, or other papers (including a  
17 testifying expert's expert report), (2) necessary for deposition, or (3) otherwise  
18 necessary for the preparation of its case. Any paper copies used during a deposition  
19 shall be retrieved by the Producing Party at the end of each day and must not be  
20 given to or left with a court reporter or any other unauthorized individual.

21 (f) If the Parties jointly retain an Expert, that Expert will be considered a  
22 Receiving Party for purposes of complying with the restrictions of Sections 9(c),  
23 9(d), or 9(e) while reviewing the source code.

24 **10. PROTECTED MATERIAL SUBPOENAED OR ORDERED**  
25 **PRODUCED IN OTHER LITIGATION**

26 If a Party is served with a subpoena or a court order issued in other litigation  
27 that compels disclosure of any information or items designated in this action as  
28

1 “CONFIDENTIAL,” “HIGHLY CONFIDENTIAL—ATTORNEYS’ EYES  
2 ONLY” or “HIGHLY CONFIDENTIAL—SOURCE CODE,” that Party must:

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

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

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

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

21 **11. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE  
22 PRODUCED IN THIS LITIGATION**

23 (a) The terms of this Order are applicable to information produced by a  
24 Non-Party in this action and designated as “CONFIDENTIAL,” “HIGHLY  
25 CONFIDENTIAL—ATTORNEYS’ EYES ONLY” or “HIGHLY  
26 CONFIDENTIAL—SOURCE CODE.” Such information produced by Non-Parties  
27 in connection with this litigation is protected by the remedies and relief provided by

1 this Order. Nothing in these provisions should be construed as prohibiting a Non-  
2 Party from seeking additional protections.

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

7 1. promptly notify in writing the Requesting Party and the Non-Party that  
8 some or all of the information requested is subject to a confidentiality agreement  
9 with a Non-Party;

10 2. promptly provide the Non-Party with a copy of the Stipulated  
11 Protective Order in this litigation, the relevant discovery request(s), and a  
12 reasonably specific description of the information requested; and

13 3. make the information requested available for inspection by the Non-  
14 Party.

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

23 **12. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

24 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed  
25 Protected Material to any person or in any circumstance not authorized under this  
26 Stipulated Protective Order, the Receiving Party must immediately (a) notify in  
27 writing the Designating Party of the unauthorized disclosures, (b) use its best efforts  
28 to retrieve all unauthorized copies of the Protected Material, (c) inform the person or

1 persons to whom unauthorized disclosures were made of all the terms of this Order,  
2 and (d) request such person or persons to execute the “Acknowledgment and  
3 Agreement to Be Bound” that is attached hereto as Exhibit A.

4 **13. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE  
5 PROTECTED MATERIAL**

6 When a Producing Party gives notice to Receiving Parties that certain  
7 inadvertently produced material is subject to a claim of privilege or other protection,  
8 the obligations of the Receiving Parties are those set forth in Federal Rule of Civil  
9 Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure  
10 may be established in an e-discovery order that provides for production without  
11 prior privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar  
12 as the parties reach an agreement on the effect of disclosure of a communication or  
13 information covered by the attorney-client privilege or work product protection, the  
14 parties may incorporate their agreement in the stipulated protective order submitted  
15 to the court.

16 **14. MISCELLANEOUS**

17       14.1 Right to Further Relief. Nothing in this Order abridges the right of any  
18 person to seek its modification by the court in the future.

19       14.2 Right to Assert Other Objections. By stipulating to the entry of this  
20 Protective Order no Party waives any right it otherwise would have to object to  
21 disclosing or producing any information or item on any ground not addressed in this  
22 Stipulated Protective Order. Similarly, no Party waives any right to object on any  
23 ground to use in evidence of any of the material covered by this Protective Order.

24       14.3 Filing Protected Material. Without written permission from the  
25 Designating Party or a court order secured after appropriate notice to all interested  
26 persons, a Party may not file in the public record in this action any Protected  
27 Material. Protected Material may only be filed under seal pursuant to a court order  
28 authorizing the sealing of the specific Protected Material at issue. A sealing order

1 will issue only upon a request establishing that the Protected Material at issue is  
2 privileged, protectable as a trade secret, or otherwise entitled to protection under the  
3 law. If a Receiving Party's request to file Protected Material under seal is denied by  
4 the court, then the Receiving Party may file the Protected Material in the public  
5 record unless otherwise instructed by the court.

6 **15. FINAL DISPOSITION**

7 Within 60 days after the final disposition of this action, as defined in  
8 paragraph 4, each Receiving Party must return all Protected Material to the  
9 Producing Party or destroy such material. As used in this subdivision, "all Protected  
10 Material" includes all copies, abstracts, compilations, summaries, and any other  
11 format reproducing or capturing any of the Protected Material. Whether the  
12 Protected Material is returned or destroyed, the Receiving Party must submit a  
13 written certification to the Producing Party (and, if not the same person or entity, to  
14 the Designating Party) by the 60-day deadline that (1) identifies (by category, where  
15 appropriate) all the Protected Material that was returned or destroyed and (2) affirms  
16 that the Receiving Party has not retained any copies, abstracts, compilations,  
17 summaries or any other format reproducing or capturing any of the Protected  
18 Material. To the extent it is not reasonably possible to destroy or return certain  
19 Protected Material in the possession of a Receiving Party—such as information that  
20 may reside on Counsel's respective firms' or other electronic disaster recovery  
21 systems that are overwritten in the normal course of business, or information that  
22 may reside in electronic files which are not reasonably accessible—such Receiving  
23 Party agrees to maintain the confidentiality of such Protected Material and shall  
24 provide a written certification to that effect.

25 Notwithstanding this provision, Counsel are entitled to retain an archival copy  
26 of all pleadings, motion papers, trial, deposition, and hearing transcripts, legal  
27 memoranda, correspondence, deposition and trial exhibits, expert reports, and  
28 associated exhibits, attorney work product, and consultant and expert work product,

1 even if such materials contain Protected Material. Any such archival copies that  
2 contain or constitute Protected Material remain subject to this Protective Order as  
3 set forth in Section 4 (DURATION).

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1 IT IS SO STIPULATED THROUGH COUNSEL OF RECORD.

2 DATED: November 11, 2022

3  
4  
5  
6 QUINN EMANUEL URQUHART &  
7 SULLIVAN, LLP  
8 ROBERT M. SCHWARTZ  
9 DANIEL C. POSNER  
10 MICHAEL LAFOND  
11 MOON HEE LEE

12 By: /s/ Moon Hee Lee

13 Moon Hee Lee  
14 *Attorneys for Plaintiff*

15 DATED: November 11, 2022

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18 KATHERINE A. MARSHALL  
19 GARNER KROPP  
20 ALYSSA CROOKE

21 By: /s/ Eric Ball

22 Eric Ball  
23 *Attorneys for Defendant*

24 \* Pursuant to L.R. 5-4.3.4(a)(2)(i), counsel for Snail Games USA Inc., Moon Hee  
25 Lee, attests that all other signatories listed, and on whose behalf this filing is  
26 submitted, concur in the filing's content and have authorized the filing.

27 By: /s/ Moon Hee Lee

28 Moon Hee Lee

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34 Attorneys for Defendant

35 TENCENT CLOUD LLC

## **ORDER**

PURSUANT TO STIPULATION, IT IS SO ORDERED.

DATED: November 17, 2022

Honorable Steve Kim  
Magistrate Judge

EXHIBIT A

## ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

3 I, \_\_\_\_\_ [print or type full name], of  
4 \_\_\_\_\_ [print or type full address], declare under penalty of perjury that I have read  
5 in its entirety and understand the Stipulated Protective Order that was issued by the United States  
6 District Court for the Central District of California on [date] in the case of

7 \_\_\_\_\_ [insert formal name of the case and the number and initials  
8 assigned to it by the court]. I agree to comply with and to be bound by all the terms of this  
9 Stipulated Protective Order and I understand and acknowledge that failure to so comply could  
10 expose me to sanctions and punishment in the nature of contempt. I solemnly promise that I will  
11 not disclose in any manner any information or item that is subject to this Stipulated Protective  
12 Order to any person or entity except in strict compliance with the provisions of this Order.

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

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

21 Date:

22 | City and State where sworn and signed:

23 Printed name: \_\_\_\_\_  
[printed name]

25 Signature: \_\_\_\_\_  
[signature]