

MOON HEE LEE (SBN 318020)
 moonheelee@quinnemanuel.com
 QUINN EMANUEL URQUHART & SULLIVAN, LLP
 865 S. Figueroa Street, 10th Floor
 Los Angeles, CA 90017
 Telephone: (213) 443-3000

Attorneys for Plaintiff

[Additional Counsel Under Signature Block]

ERIC BALL (SBN 241327)
 eball@fenwick.com
 FENWICK & WEST LLP
 801 California Street
 Mountain View, CA 94041
 Telephone: (650) 988-8500

Attorneys for Defendant

[Additional Counsel Under Signature Block]

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

SNAIL GAMES USA INC., a
 California corporation,

Plaintiff,

vs.

TENCENT CLOUD LLC, a Delaware
 limited liability company,

Defendant.

Case No. 2:22-cv-02009-CAS (SKx)

Related Case: No. 2:21-cv-9552-CAS
 (SKx)

Judge: Hon. Steve Kim

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

Action Filed: March 23, 2022

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

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

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

8 7.4 Procedures for Approving or Objecting to Disclosure of “HIGHLY
9 CONFIDENTIAL — ATTORNEYS’ EYES ONLY” or “HIGHLY
10 CONFIDENTIAL — SOURCE CODE” Information or Items to Experts.

11 (a) Unless otherwise ordered by the court or agreed to in writing by the
12 Designating Party, a Party that seeks to disclose to an Expert (as defined in this
13 Order) any information or item that has been designated “HIGHLY
14 CONFIDENTIAL — ATTORNEYS’ EYES ONLY” or “HIGHLY
15 CONFIDENTIAL — SOURCE CODE” first must make a written request to the
16 Designating Party that (1) identifies the general categories of “HIGHLY
17 CONFIDENTIAL — ATTORNEYS’ EYES ONLY” or “HIGHLY
18 CONFIDENTIAL — SOURCE CODE” information that the Receiving Party seeks
19 permission to disclose to the Expert, (2) sets forth the full name of the Expert and
20 the city and state of his or her primary residence, (3) attaches a copy of the Expert’s
21 current resume, (4) identifies the Expert’s current employer(s), (5) identifies each
22 person or entity from whom the Expert has received compensation or funding for
23 work in his or her areas of expertise or to whom the expert has provided
24 professional services, including in connection with a litigation, at any time during
25 the preceding five years,¹ and (6) identifies (by name and number of the case, filing
26
27

28 ¹ 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” in 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
28

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).
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

1 IT IS SO STIPULATED THROUGH COUNSEL OF RECORD.

2 DATED: November 11, 2022

QUINN EMANUEL URQUHART &
SULLIVAN, LLP
ROBERT M. SCHWARTZ
DANIEL C. POSNER
MICHAEL LAFOND
MOON HEE LEE

6 By: /s/ Moon Hee Lee
Moon Hee Lee
Attorneys for Plaintiff

10 DATED: November 11, 2022

FENWICK & WEST LLP
ERIC BALL
KATHERINE A. MARSHALL
GARNER KROPP
ALYSSA CROOKE

13 By: /s/ Eric Ball
Eric Ball
Attorneys for Defendant

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

18 By: /s/ Moon Hee Lee
Moon Hee Lee

19
20
21
22
23
24
25
26
27
28

1 QUINN EMANUEL URQUHART & SULLIVAN, LLP
2 ROBERT M. SCHWARTZ (SBN 117166)

robertschwartz@quinnemanuel.com

3 DANIEL C. POSNER (SBN 232009)

danposner@quinnemanuel.com

4 MOON HEE LEE (SBN 318020)

5 moonheelee@quinnemanuel.com

865 S. Figueroa Street, 10th Floor

6 Los Angeles, CA 90017

7 Telephone: (213) 443-3000

8 MICHAEL LAFOND (Bar No. 303131)

michaellafond@quinnemanuel.com

9 555 Twin Dolphin Drive, 5th Floor

10 Redwood City, CA 94065

Telephone: (650) 801-5000

11 Attorneys for Plaintiff

12 SNAIL GAMES USA INC.

13
14 FENWICK & WEST LLP
15 ERIC BALL (SBN 241327)

eball@fenwick.com

16 Silicon Valley Center

801 California Street

17 Mountain View, CA

Telephone: (650) 988-8500

18 KATHERINE A. MARSHALL (SBN 327042)

kmarshall@fenwick.com

19 GARNER KROPP (SBN 312585)

gkropp@fenwick.com

20 ALYSSA CROOKE (SBN 341426)

acrooke@fenwick.com

21 555 California Street, 12th Floor

San Francisco, CA 94104

22 Telephone: (415) 281-1350

23 Attorneys for Defendant

24 TENCENT CLOUD LLC

25

26

27

28

ORDER

PURSUANT TO STIPULATION, IT IS SO ORDERED.

DATED: November 17, 2022



Honorable Steve Kim
Magistrate Judge

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name], of
_____ [print or type full address], declare under penalty of perjury that I have read
in its entirety and understand the Stipulated Protective Order that was issued by the United States
District Court for the Central District of California on [date] in the case of
_____ **[insert formal name of the case and the number and initials
assigned to it by the court]**. I agree to comply with and to be bound by all the terms of this
Stipulated Protective Order and I understand and acknowledge that failure to so comply could
expose me to sanctions and punishment in the nature of contempt. I solemnly promise that I will
not disclose in any manner any information or item that is subject to this Stipulated Protective
Order to any person or entity except in strict compliance with the provisions of this Order.

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

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

Date: _____

City and State where sworn and signed: _____

Printed name: _____
[printed name]

Signature: _____
[signature]