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UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA

ADVANCED MICRO DEVICES, INC., et al.,

Plaintiffs,

v.

SAMSUNG ELECTRONICS CO., LTD., et al.,

Defendants.

Case. No. CV-08-0986-SI

**SECOND ADDENDUM TO JOINT STIPULATED PROTECTIVE ORDER**

**[Civil L.R. 7-12]**

The parties in the above-referenced action hereby agree that the following replaces Section 7.2(b) of the previously filed Joint Stipulated Protective Order (Dkt. #60), currently in effect:

(b) the Receiving Party’s In-House Counsel who have signed the “Agreement to Be Bound by Protective Order” (Exhibit A), limited to the following persons:

<u>For AMD</u>	<u>Name</u>	<u>Title</u>
i.	Beth Ozmun	Vice President of Litigation and Employment Law



1 to stand-alone computers (computers that are not connected to the internet, a network, wireless  
2 device, or any other peripheral device except as may be necessary to access a server in Korea  
3 designated by Samsung) and monitors, located in a locked, restricted access room. Unless  
4 otherwise agreed to by the parties in writing or directed by the Court, this room shall be located at  
5 the San Francisco office of the Designating Party’s Outside Counsel.

6 (b) The Receiving Party shall not physically, photographically, xerographically,  
7 magnetically, digitally, optically or otherwise copy by any means information or items designated  
8 “Highly Confidential – Restricted Access Only,” subject to the exceptions enumerated in  
9 Paragraph (c), below.

10 (c) The Receiving Party may create only the following documents from information or  
11 items designated “Highly Confidential – Restricted Access Only”:

12 (i) Paper printouts or physical photocopies of information or items designated  
13 “Highly Confidential – Restricted Access Only;”

14 (ii) Hand-written or typed documents—including word processing  
15 documents—reflecting the content of information or items designated “Highly  
16 Confidential – Restricted Access Only;”

17 (iii) Adobe “ps” or “pdf” documents of materials described in subparts (i) and  
18 (ii), above that contain source code, for the sole purposes of filing documents with the  
19 Court or serving another Party;

20 (iv) Adobe “ps” or “pdf” documents, “jpg” images or “tif” images of materials  
21 described in subparts (i) and (ii), above that do not contain source code, for the sole  
22 purposes of providing said documents to an Expert permitted to receive such materials  
23 under Section 7.3 and approved under Section 7.4, filing documents with the Court,  
24 serving another party, or maintaining internal records of documents filed or served; and

25 (v) Adobe “ps” or “pdf” documents, “jpg” images or “tif” images of materials  
26 that do not contain source code, for the purpose of internal case analysis and preparation,  
27 when information or items designated “Highly Confidential – Restricted Access Only” are  
28 produced at office of the Designating Party or its Outside Counsel.

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1 (d) Documents that the Receiving Party creates under Paragraph (c) are subject to the  
2 following conditions:

3 (i) The documents must be marked “HIGHLY CONFIDENTIAL –  
4 RESTRICTED ACCESS ONLY” in a clear, conspicuous manner on the cover page, and  
5 at the top or bottom of each subsequent page within said document;

6 (ii) If the Receiving Party provides the documents to an Expert permitted to  
7 receive such materials under Section 7.3 and approved under Section 7.4, said Expert  
8 must return the documents to the Receiving Party immediately upon the close of expert  
9 discovery in this litigation;

10 (iii) The Receiving Party must destroy all Adobe “pdf” documents described in  
11 Paragraph (c)(iii) within 24 hours after filing the documents with the Court or serving  
12 another Party, and must confirm in writing to the Designating Party that such destruction  
13 has been completed; and

14 (iv) The Receiving party shall encrypt or password-protect all documents  
15 described in Paragraphs (c)(iii)-(v).

16 (e) The Receiving Party shall not send, transmit or otherwise transport the documents  
17 referred to in Paragraphs (a)–(c), subject to the following exceptions:

18 (i) For physical embodiments of materials described in Paragraph (c)(i)-(ii):

19 (A) If sent to any person permitted to receive such documents under  
20 Section 7.3, the Receiving Party must send these documents in a sealed container  
21 via certified mail, return receipt requested; or an established overnight, freight,  
22 delivery or messenger service. The Receiving Party must notify the Disclosing  
23 Party immediately if, for any reason, the documents do not reach their intended  
24 destination; and

25 (B) If physically transported for any other purpose, the Receiving Party  
26 must retain physical custody and control of the documents at all times and must  
27 store the documents in a locked, secure place.  
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(ii) For electronic embodiments of documents described in Paragraph (c)(iii)-

(v):

(A) If electronically or digitally transmitted, the Receiving Party must encrypt these documents, or transmit these documents over a secure network; and

(B) If transported on CD, DVD, hard drive or any other media for any other purpose, the Receiving Party must retain physical custody and control of the media at all times and must store the media in a locked, secure place.

(f) The provisions in Section 10 regarding filing documents under seal shall apply to documents described in Paragraph (c)(iii)-(v).

DATED: March 25, 2009

**ROBINS, KAPLAN, MILLER & CIRESI L.L.P.**

By: \_\_\_\_\_  
William H. Manning  
Brad P. Engdahl

**ATTORNEYS FOR ADVANCED MICRO DEVICES, INC., ET AL.**

DATED: March 25, 2009

**COVINGTON & BURLING LLP**


By: \_\_\_\_\_  
Robert T. Haslam  
Christine S. Haskett

**ATTORNEYS FOR SAMSUNG ELECTRONICS CO., LTD., ET AL.**

*Plaintiffs' counsel attests that concurrence in the filing of this document has been obtained from the above-named signatory.*

**PURSUANT TO STIPULATION, IT IS SO ORDERED.**

4/1/09  
March \_\_, 2009

  
\_\_\_\_\_  
Honorable Susan Illston  
United States District Judge