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11 Attorneys for Plaintiff
 SONY COMPUTER ENTERTAINMENT AMERICA INC.

12
 13 UNITED STATES DISTRICT COURT
 14 NORTHERN DISTRICT OF CALIFORNIA
 15 SAN FRANCISCO DIVISION

16 SONY COMPUTER ENTERTAINMENT
 AMERICA INC., a Delaware Corporation,

17 Plaintiff,

18 v.

19 GABRIEL GARCIA a/k/a GABRIEL GARCIA
 20 PALACIOS, an individual, d/b/a GABE'S
 REPAIR/HOME NETWORKING AND
 21 VIDEO GAME MOD SERVICE; TIMOTHY
 JOEY ZOUCHA, JR., an individual; DOES 1-
 22 20 inclusive,

23 Defendants.

Case No. C08-03954 SI

**STIPULATED PRELIMINARY
 INJUNCTION AND [PROPOSED]
 ORDER RE: EXPEDITED
 DISCOVERY**

Hon. Susan Illston

1 **INTRODUCTION**

2 On August 19, 2008, Plaintiff Sony Computer Entertainment America Inc. (“Plaintiff” or
3 “SCEA”)¹ filed with the United States District Court for the Northern District of California (the
4 “Court”) a Complaint for Damages and Injunctive Relief against Defendant Timothy Joey Zoucha, Jr.
5 (“Defendant” or “Mr. Zoucha”) and others. The Complaint alleges that Mr. Zoucha, and others, have
6 advertised, including on Craigslist.org, have offered for sale, and have sold services and devices for
7 the modification of PSP® devices to enable the downloading and playing of copied or counterfeit
8 video game software. The Complaint further alleges that Mr. Zoucha and others have advertised,
9 offered for sale, copied, distributed, and sold copied or counterfeit video game software for use with
10 PSP® devices. On August 21, 2008, SCEA served Mr. Zoucha with the Complaint. Subsequently, on
11 August 22, 2008, Mr. Zoucha agreed to immediately cease the conduct complained of in the
12 Complaint and to turn over to SCEA the devices in his possession used to modify PSP® devices.
13 Accordingly, on September 18, 2008, SCEA and Mr. Zoucha stipulated to entry of a preliminary
14 injunction. SCEA and Mr. Zoucha further hereby stipulate to entry of an order of expedited
15 discovery.

16 **STIPULATED ORDER**

17 **ACCORDINGLY, IT IS HEREBY ORDERED THAT** because the parties have agreed to
18 proceed with expedited discovery and because such expedition here serves the prompt and efficient
19 administration of justice:

20 1. SCEA is relieved of the discovery timing requirements under Fed. R. Civ. P. 26(d),
21 26(f) and may immediately serve discovery on Mr. Zoucha, as well as serve Rule 45 discovery, if any,
22 upon third parties and need not wait until after a Rule 26(f) conference before doing so.

23 2. Mr. Zoucha shall, upon request by SCEA’s counsel, appear for a deposition, in
24 accordance with Rule 30 of the Federal Rules of Civil Procedure, at a place and time, agreed upon by

25 _____
26 ¹ SCEA is engaged in the business of marketing and distributing computer video game console
27 hardware, including the PSP® (PlayStation® Portable) handheld computer entertainment system, and
28 of developing, marketing, and distributing video game software, including software that operates with
the PSP® device. SCEA owns various trademarks, copyrights, and other intellectual property as
described in the Complaint.

1 the parties.

2 3. Mr. Zoucha shall deliver to SCEA's counsel by or before 5:30 p.m. on September
3 18, 2008 all copied or counterfeit video game software, playable on PSP® devices, that has been
4 offered or distributed to customers.

5 4. Mr. Zoucha shall deliver to SCEA's counsel by or before 5:30 p.m. on September
6 18, 2008, all batteries and all other hardware and software used in the modification, "modding," or
7 "unbricking" of PSP® devices.

8 5. Mr. Zoucha shall deliver to SCEA's counsel by, or before, 5:30 p.m. on September
9 18, 2008, all of the below-described documents, including electronic mail, word files, PDF files, Lotus
10 Notes files, Excel spreadsheet formats, and HTML documents:

11 (a) All documents that reflect, record, or relate to communications at any
12 time between Mr. Zoucha, or any company affiliated with him, and any source, or potential source,
13 of (i) copies of video game software playable on PSP® devices, and (ii) batteries, software, and/or
14 other devices used in the modification of PSP® devices.

15 (b) All documents that reflect, record, or relate to communications at any
16 time between Mr. Zoucha, or any company affiliated with him, and any customer or potential
17 customer of the services of modifying PSP® devices or distributing copied or downloaded video
18 game software.

19 (c) All documents (including without limitation purchase orders, sales
20 orders, invoices, drafts, credit card statements, PayPal records, bank statements, canceled checks
21 and deposit slips) that reflect, record, or relate to any sales or potential sales of the services of
22 modifying PSP® devices or distributing copied or downloaded video game software.

23 (d) All documents (including without limitation credit card statements,
24 PayPal records, bank statements, canceled checks and deposit slips), that reflect, record, or relate
25 to any payments made or attempted by Mr. Zoucha for the purchase of (i) copies of video game
26 software playable on PSP® devices, and (ii) batteries, software, and other devices used in the
27 modification of PSP® devices or that reflect, record, or relate to any payments made to Mr.
28 Zoucha for modifying PSP® devices or distributing copied or downloaded video game software.

1 (e) Documents (such as handwritten notes, lists, notebooks, email
2 correspondence, and email "contacts" files) sufficient to identify (i) all sources or potential sources
3 of the copied video game software and/or modifying batteries and devices; (ii) all customers or
4 potential customers of Mr. Zoucha's modifying services and video game distribution; and (iii) all
5 other persons or companies known to Mr. Zoucha who are engaged in the business of modifying
6 PSP® devices or distributing copied video game software.

7 (f) All documents (whether in Word, PDF, Lotus, Excel or any other
8 format) that summarize, record, tabulate, or track any and all purchases or sales of PSP®
9 modifying devices and copied video game software.

10 (g) All documents (including manuals and instruction books) that provide
11 instructions on the modifying of PSP® devices or loading of copied video game software.

12 6. Mr. Zoucha shall, upon request by SCEA's counsel, promptly deliver to SCEA's
13 counsel for inspection all computers, memory sticks, hard drives, computer discs, and computer files
14 used at any time by Mr. Zoucha or affiliated persons for any transactions, potential transactions, or
15 correspondence related to modified PSP® devices and copied video game software.

16
17 **IT IS SO STIPULATED.**

18 DATED: September 18, 2008

Respectfully submitted,

TOWNSEND AND TOWNSEND AND CREW LLP

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21 By: 
22 TIMOTHY R. CAHN
HOLLY GAUDREAU

23 Attorneys for Plaintiff
24 SONY COMPUTER ENTERTAINMENT AMERICA INC.

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1 DATED: September 18 2008

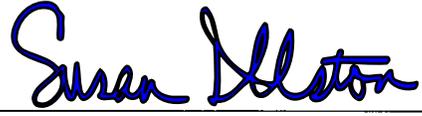
By:


TIMOTHY JOEY ZOUCOA, JR.

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PURSUANT TO STIPULATION, IT IS SO ORDERED.

DATED: _____



HON. SUSAN ILLSTON

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PROOF OF SERVICE

[C.C.P. §§ 1011 and 1013, C.R.C. § 2008, F.R.C.P. Rule 5, F.R.A.P. 25]

I declare that I am employed in the City and County of San Francisco, California; I am over the age of 18 years and not a party to the within action; my business address is Two Embarcadero Center, Eighth Floor, San Francisco, California 94111. On the date set forth below, I served a true and accurate copy of the document(s) entitled: **STIPULATED PRELIMINARY INJUNCTION AND [PROPOSED] ORDER RE: EXPEDITED DISCOVERY** on the party(ies) in this action by placing said copy(ies) in a sealed envelope each addressed as follows:

Carver Clark Farrow, II
The Farrow Law Firm, PC
3031 Tisch Way, Suite 500
San Jose, CA 95128
Attorney for Gabriel Garcia a/k/a Gabriel Garcia Palacios

Timothy Joey Zoucha, Jr.
815 Deland Avenue, #3
San Jose, CA 95128

[By First Class Mail] I am readily familiar with my employer's practice for collecting and processing documents for mailing with the United States Postal Service. On the date listed herein, following ordinary business practice, I served the within document(s) at my place of business, by placing a true copy thereof, enclosed in a sealed envelope, with postage thereon fully prepaid, for collection and mailing with the United States Postal Service where it would be deposited with the United States Postal Service that same day in the ordinary course of business.

[By Overnight Courier] I caused each envelope to be delivered by a commercial carrier service for overnight delivery to the offices of the addressee(s).

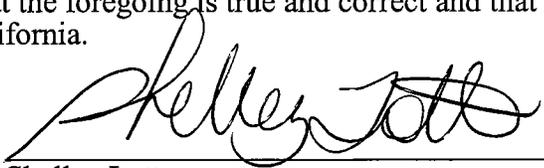
[By Hand] I directed each envelope to the party(ies) so designated on the service list to be delivered by courier this date.

[By Facsimile Transmission] I caused said document to be sent by facsimile transmission to the fax number indicated for the party(ies) listed above.

[By Electronic Transmission] I caused said document to be sent by electronic transmission to the e-mail address(es) indicated for the party(ies) listed above.

I declare under penalty of perjury that the foregoing is true and correct and that this declaration was executed this date at San Francisco, California.

Dated: September 19, 2008



Shelley Lott

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