EXHIBIT J

Rosemary M. Rivas

From: Ott, Carter [Carter.Ott@dlapiper.com]

Sent: Tuesday, November 23, 2010 7:29 PM

To: Rebecca Coll; James Quadra; 'dwarshaw@pswplaw.com'; James Pizzirusso; Genevieve P. Rapadas; Kevin Moon; Rosemary M. Rivas

Cc: Sacks, Luanne

Subject: RE: Other OS - Meet and Confer and Protective Order

All,
We have reviewed Rebecca's email regarding our draft protective order and our comments are interlineated below.

1. You have used the sample protective order for patent cases. This is not a patent case. There is no reason to use "highly confidential" designations, which are designed for use in litigation between competitors. Moreover, use of the patent protective order would prejudice plaintiffs because, to the extent Sony makes use of the "highly confidential designation," it would require Plaintiffs to disclose the identities of our expert consultants to Sony, and to disclose what documents we ask our expert consultants to review. This information is attorney work product and protected from disclosure. Therefore, we should use the Northern District's standard protective order as a starting place, and there should be no "highly confidential" designation. In the event that Sony identifies documents in the future that it asserts require some form of heightened protection, we would be happy to meet and confer about that issue at that time.

We discussed this briefly during our November 15 teleconference. As an initial matter, whether this is a patent case or not is irrelevant. The documents you have requested include many containing trade secret and other confidentially sensitive information. The game-console industry is extremely competitive (which is largely why only three companies are actively involved in this field – Microsoft, Nintendo, and our client). Any disclosure of SCEA's trade secret and other confidentially sensitive information, therefore, will likely cause irreparable competitive injury to SCEA now and in the future. Accordingly, the "highly confidential" protections afforded by the patent form protective order are necessary in this case.

Also, among the information that may be relevant in this litigation is source code related to Update 3.21. Specifically, your Consolidated Complaint states that SCEA could have avoided the security concerns associated with the threatened hacking of the PS3 by less intrusive means. Accordingly, this litigation may involve discovery of source code (that may be covered by a patent) which certainly requires higher-level protection than a "confidential" designation.

You state that you may be prejudiced by the obligation, in the court's form protective order, that you disclose the individuals (including expert/consultants) to whom you intend to disclose information designated as "highly confidential." Surely, that prejudice is outweighed by the harm SCEA would incur by an improper disclosure of such information. For example, it seems clear that SCEA should receive notice if you intend to disclose internal documents related to business strategies regarding the PS3 to Microsoft employees. The Northern District, in its use of this form and discussions regarding protective orders, has made clear that, in such a case, the risk of harm outweighs any such concerns.

Finally, we understand that you believe it may be easier to discuss use of a "highly confidential" designation later. However, we believe that we are currently pulling documents for production which require a "highly confidential" designation, and that we should therefore resolve this issue now so as to not further delay discovery.

2. You have segregated Plaintiffs' counsel into two groups-- lead counsel and non-lead counsel. However, you have conceded that both groups of counsel will have access to documents, so long as both groups sign the agreement to be bound by the order (a step that seems unnecessary in any event, but to which we will not object). The only apparent difference in treatment under your proposed order is that non-lead counsel must

send a copy of the signed agreement to Sony. The reason for this discrepancy is not apparent on its face. Can you clarify your intent?

We understand that you are referring to Sections 7.2(a), 7.2(i), 7.3(a), and 7.3(g) – and we believe that you have misread these. The obligation to sign Exhibit A in these subsections is for those attorneys and employees who have not signed the Protective Order itself, and therefore would not be bound by it but for the obligation that they sign Exhibit A.

3. We will not agree to your modifications to Paragraph 2.13. The named plaintiffs in this case are the five plaintiffs identified in the Consolidated Complaint.

We are generally fine with this change, provided that we add a provision that the other plaintiffs sign Exhibit A.

4. We will not agree to your modifications to Paragraph 3.1. You cannot designate court hearings as confidential, nor restrict what is said in open court. If confidential information is disclosed at a hearing, you may ask the judge at that time for a sealing order.

We are generally fine with this provided it is understood that the obligation under the protective order continues, including in court hearings and at trial.

5. You have altered Paragraph 5.2 to avoid indicating what level of protection you are asserting for allegedly confidential information. This issue is not relevant because we are not agreeing to multiple levels of confidentiality, but even if the Court ordered that multiple confidentiality designations were permitted, we would not stipulate to an order that does not require Sony to state what level of designation it is asserting.

Because Section 5.2 is nearly two-pages long, it is difficult to ascertain what you are referring to. It appears that you are referring to Section 5.2(c). Our edits were only intended to simplify this section. We will revise this to read as it does in the court's form.

6. In Paragraph 6.3, the deletions of "whichever is earlier" and deletion of "or 14 days, if applicable" are not acceptable. Also, the deletion of "Unless the Designating Party...." is not acceptable.

We will use the language in the court's form.

7. In Paragraph 7.2, the disclosure of designated material to members of the proposed plaintiff class should mirror the language applied to disclosure of material to Sony's employees-- "the named plaintiffs, and members of the proposed class to whom disclosure is reasonably necessary for this litigation and who have signed the Agreement to Be Bound by Protective Oder (Exhibit A)."

To clarify – are you asking that we add a provision to Section 7.2 permitting disclosure of documents to members of the putative class? Given that this is a false advertising case, why would you need to show putative class member any documents covered by the protective order? Also, keep in mind that any putative class members that you intend to rely on must be referenced in your initial disclosures.

Thank you,
Carter

Carter W. Ott
Associate

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From: Rebecca Coll [mailto:rcoll@calvoclark.com]
Sent: Wednesday, November 10, 2010 9:20 PM
To: Ott, Carter; James Quadra; 'dwarshaw@pswplaw.com'; James Pizzirusso; Genevieve P. Rapadas; Kevin Moon; 'rrivas@finkelsteinthompson.com'
Cc: Sacks, Luanne; Fischer, Kathleen
Subject: RE: Other OS - Meet and Confer and Protective Order

Carter:

We have reviewed your proposed protective order and have the following comments:

1. You have used the sample protective order for patent cases. This is not a patent case. There is no reason to use "highly confidential" designations, which are designed for use in litigation between competitors. Moreover, use of the patent protective order would prejudice plaintiffs because, to the extent Sony makes use of the "highly confidential designation," it would require Plaintiffs to disclose the identities of our expert consultants to Sony, and to disclose what documents we ask our expert consultants to review. This information is attorney work product and protected from disclosure. Therefore, we should use the Northern District's standard protective order as a starting place, and there should be no "highly confidential" designation. In the event that Sony identifies documents in the future that it asserts require some form of heightened protection, we would be happy to meet and confer about that issue at that time.

2. You have segregated Plaintiffs' counsel into two groups-- lead counsel and non-lead counsel. However, you have conceded that both groups of counsel will have access to documents, so long as both groups sign the agreement to be bound by the order (a step that seems unnecessary in any event, but to which we will not object). The only apparent difference in treatment under your proposed order is that non-lead counsel must send a copy of the signed agreement to Sony. The reason for this discrepancy is not apparent on its face. Can you clarify your intent?

3. We will not agree to your modifications to Paragraph 2.13. The named plaintiffs in this case are the five plaintiffs identified in the Consolidated Complaint.

4. We will not agree to your modifications to Paragraph 3.1. You cannot designate court hearings as confidential, nor restrict what is said in open court. If confidential information is disclosed at a hearing, you may ask the judge at that time for a sealing order.

5. You have altered Paragraph 5.2 to avoid indicating what level of protection you are asserting for allegedly confidential information. This issue is not relevant because we are not agreeing to multiple levels of confidentiality, but even if the Court ordered that multiple confidentiality designations were permitted, we would not stipulate to an order that does not require Sony to state what level of designation it is asserting.

6. In Paragraph 6.3, the deletions of "whichever is earlier" and deletion of "or 14 days, if applicable" are

not acceptable. Also, the deletion of "Unless the Designating Party...." is not acceptable.

7. In Paragraph 7.2, the disclosure of designated material to members of the proposed plaintiff class should mirror the language applied to disclosure of material to Sony's employees-- "the named plaintiffs, and members of the proposed class to whom disclosure is reasonably necessary for this litigation and who have signed the Agreement to Be Bound by Protective Oder (Exhibit A)."

Thanks.

Becca Coll
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From: Ott, Carter [mailto:Carter.Ott@dlapiper.com]
Sent: Tuesday, November 09, 2010 8:59 AM
To: Rebecca Coll; James Quadra; 'dwarshaw@pswplaw.com'; James Pizzirusso; Genevieve P. Rapadas; Kevin Moon; 'rrivas@finkelsteinthompson.com'
Cc: Sacks, Luanne; Fischer, Kathleen
Subject: RE: Other OS - Meet and Confer and Protective Order

Here's the redlined comparison. Please let me know if you have any questions.

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From: Rebecca Coll [mailto:rcoll@calvoclark.com]
Sent: Monday, November 08, 2010 10:19 AM
To: Ott, Carter; James Quadra; 'dwarshaw@pswplaw.com'; James Pizzirusso; Genevieve P. Rapadas; Kevin Moon; 'rrivas@finkelsteinthompson.com'

Cc: Sacks, Luanne; Fischer, Kathleen
Subject: RE: Other OS - Meet and Confer and Protective Order

Thanks Carter. Per our agreement at our first meet and confer session, can you please send over your redlined version of the Northern District's sample order? It will assist with the meet and confer process. We will also need to let the Court know how our proposed order differs from the Northern District's sample once we have reached an agreement, and your redline will get us started in that direction.

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From: Ott, Carter [mailto:Carter.Ott@dlapiper.com]
Sent: Monday, November 08, 2010 8:27 AM
To: James Quadra; 'dwarshaw@pswplaw.com'; James Pizzirusso; Genevieve P. Rapadas; Kevin Moon; 'rrivas@finkelsteinthompson.com'; Rebecca Coll
Cc: Sacks, Luanne; Fischer, Kathleen
Subject: Other OS - Meet and Confer and Protective Order

All,
Attached for your review is a draft stipulated protective order. Also, we have been able to discuss with our client issues raised during our October 29 meet and confer and, due to her condition, Luanne has asked me to confer with you about these. I'm generally free tomorrow. Please let me know what time works for you.

Thank you,
Carter

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Attorneys for Defendant
SONY COMPUTER ENTERTAINMENT AMERICA LLC (erroneously sued as "Sony Computer Entertainment America Inc.")

UNITED STATES DISTRICT COURT

NORTHERN DISTRICT OF CALIFORNIA

SAN FRANCISCO DIVISION

IN RE SONY PS3 "OTHER OS" LITIGATION

CASE NO. 3:10-CV-10-1811 RS (EMC)

[PROPOSED] STIPULATED PROTECTIVE ORDER

1. PURPOSES AND LIMITATIONS

1.1 Disclosure and discovery activity in this action are likely to involve production of confidential, proprietary, or private information for which special protection from public disclosure and from use for any purpose other than prosecuting this litigation would be warranted. Accordingly, the parties hereby stipulate to and petition the Court to enter the following Protective Order. The parties acknowledge that this Protective Order does not confer blanket protections on all disclosures or responses to discovery and that the protection it affords from public disclosure and use extends only to the limited information or items that are entitled under the applicable legal principles to treatment as confidential. The parties further acknowledge, as set forth in Section 13 (Filing Protected Material), that this Protective Order creates no entitlement to file confidential information under seal. Civil Local Rule 79-5 sets forth the procedures that must be followed and the standards that will be applied when a party seeks permission from the Court to file material under seal.

2. DEFINITIONS

2.1 Challenging Party: A Party or Non-Party that challenges the designation of information or items under this Protective Order.

2.2 "Confidential" Information or Items: Information (regardless of how generated, stored or maintained) or tangible things that qualify for protection under standards developed under F.R.Civ.P. 26(c).

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

2.4 Designating Party: A Party or Non-Party that designates information or items that it produces in disclosures or in responses to discovery as "CONFIDENTIAL," "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY" or "HIGHLY CONFIDENTIAL – SOURCE CODE."

2.5 Disclosing Counsel: A Party's attorney that discloses Discovery Material to another Person.

2.6 Disclosure or Discovery Material: All items or information, regardless of the

medium or manner in which it is generated, stored, or maintained (including, among other things, testimony, transcripts, and tangible things), that are produced or generated in disclosures or responses to discovery in this matter.

2.7 Expert: A Person with specialized knowledge or experience in a matter pertinent to the litigation who has been retained by a Party or its Counsel to serve as an expert witness or as a consultant in this action and who is not a past or a current employee of a Party or a competitor of a Party and who, at the time of retention, is not anticipated to become an employee of a Party or a competitor of a Party. This definition includes a professional jury or trial consultant retained in connection with this litigation.

2.8 "Highly Confidential Information – Attorneys' Eyes Only" Information or Items: Extremely sensitive "Confidential Information or Items" whose disclosure to another Party or nonparty would create a substantial risk of serious injury that could not be avoided by less restrictive means.

2.9 "Highly Confidential – Source Code" Information or Items: Extremely sensitive "Confidential Information or Items" representing computer code and associated comments and revision histories, formulas, engineering specifications, or schematics that define or otherwise describe in detail the algorithms or structure of software or hardware designs whose disclosure to another Party or non-party would create a substantial risk of serious harm that could not be avoided by less restrictive means.

2.10 House Counsel: Attorneys who are employees of a party to this action. House Counsel does not include Outside Counsel of Record or any other outside counsel.

2.11 Non-Party: Any natural person, partnership, corporation, association, or other legal entity not named as a Party to this action.

2.12 Outside Counsel of Record: Attorneys who are not employees of a party to this action but are retained to represent or advise a party to this action and have appeared in this action on behalf of that party or are affiliated with a law firm which has appeared on behalf of that party. With regard to Plaintiffs' counsel, "Outside Counsel of Record" is limited to those attorneys designated by court order as lead counsel, either interim lead counsel or otherwise.

2.13 Plaintiffs: Plaintiffs Anthony Ventura, Jonathan Huber, Antal Herz, Jason Baker, Elton Stovell, Sean Bosquett, Frank Backman, Paul Graham, Paul Vannatta, Todd Densmore, Keith Wright, Jeffrey Harper, Zachary Kummer, and Rick Benavides.

2.14 Party or Parties: The parties to the above-captioned action, defendant Sony Computer Entertainment America LLC ("SCEA") and Plaintiffs.

2.15 Person or Persons: A natural person, firm, association, organization, partnership, business trust, corporation, limited liability company, or public entity.

2.16 Producing Party: A Person that produces Discovery Material in this action.

2.17 Professional Vendors: Persons that provide litigation support services (e.g., photocopying, videotaping, translating, preparing exhibits or demonstrations, and organizing, storing, or retrieving data in any form or medium) and their employees and subcontractors.

2.18 Protected Material: Any Discovery Material that is designated as "CONFIDENTIAL", "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY," or "HIGHLY CONFIDENTIAL – SOURCE CODE."

2.19 Receiving Party: A Person that receives Discovery Material produced or disclosed in this action.

3. SCOPE

3.1 The protections conferred by this Protective Order cover not only Protected Material (as defined above), but also (1) any information copied or extracted from Protected Material; (2) all copies, excerpts, summaries, or compilations of Protected Material; and (3) any testimony, conversations, or presentations by Parties or their Counsel to or in court or in other settings that might reveal Protected Material. The protections conferred by this Protective Order do not cover the following information: (a) any information that is in the public domain at the time of disclosure to a Receiving Party or becomes part of the public domain after its disclosure to a Receiving Party as a result of publication not involving a violation of this Protective Order, including becoming part of the public record through trial or otherwise; and (b) any information known to the Receiving Party prior to the disclosure or obtained by the Receiving Party after the disclosure from a source who obtained the information lawfully and under no obligation of

confidentiality to the Designating Party. Any use of Protected Material at trial shall be governed by a separate agreement and/or order.

4. DURATION

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

5. DESIGNATION

5.1 Exercise of Restraint and Care in Designating Material for Protection. Each Party or Non-Party that designates information or items for protection under this Protective Order must take care to limit any such designation to specific material that qualifies under the appropriate standards. The Designating Party must designate for protection only those parts of material, documents, items, or oral or written communications that qualify – so that other portions of the material, documents, items, or communications for which protection is not warranted are not swept unjustifiably within the ambit of this Protective Order.

Mass, indiscriminate, or routinized designations are prohibited. Designations that are shown to be clearly unjustified or that have been made for an improper purpose (e.g., to unnecessarily encumber or retard the case development process or to impose unnecessary expenses and burdens on other parties) expose the Designating Party to sanctions.

If it comes to a Designating Party's attention that information or items that it designated for protection do not qualify for protection, that Designating Party must promptly notify all other Parties that it is withdrawing the mistaken designation.

5.2 Manner and Timing of Designations. Except as otherwise provided in this Protective Order, or as otherwise stipulated or ordered, Discovery Material that qualifies for protection under this Protective Order must be clearly so designated before the material is

disclosed or produced.

Designation in conformity with this Protective Order requires:

(a) for information in documentary form (e.g., paper or electronic documents, but excluding transcripts of depositions or other pretrial or trial proceedings), that the Producing Party affix the legend "CONFIDENTIAL", "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY", or "HIGHLY CONFIDENTIAL – SOURCE CODE" to each page that contains Protected Material. If only a portion or portions of the material on a page qualifies for protection, the Producing Party also must clearly identify the protected portion(s) (e.g., by making appropriate markings in the margins) and must specify, for each portion, that protection is being asserted.

A Party or Non-Party that makes original documents or materials available for inspection need not designate them for protection until after the inspecting Party has indicated which material it would like copied and produced. During the inspection and before the designation, all of the material made available for inspection shall be deemed "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY". After the inspecting Party has identified the documents it wants copied and produced, the Producing Party must determine which documents, or portions thereof, qualify for protection under this Order, then, before producing the specified documents, the Producing Party must affix the legend "CONFIDENTIAL", "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY" or "HIGHLY CONFIDENTIAL – SOURCE CODE" on each page that contains Protected Material. If only a portion or portions of the material on a page qualifies for protection, the Producing Party also must clearly identify the protected portion(s) (e.g., by making appropriate markings in the margins) and must specify, for each portion, that protection is being asserted.

(b) for testimony given in deposition or in other pretrial or trial proceedings, that the Designating Party identify on the record, before the close of the deposition, hearing, or other proceeding, the testimony that qualifies as Confidential Information or Highly Confidential Information. When it is impractical to identify separately each portion of the testimony that is entitled to protection or when it appears that substantial portions of the testimony may qualify for

protection, a Person may invoke on the record (before the deposition or other testimony is concluded) a right to have up to 21 days from the date the transcript becomes available to designate specific portions of the testimony as constituting Confidential Information or Highly Confidential Information.

Only those portions of the testimony that are appropriately designated for protection within the 21 days shall be covered by the provisions of this Stipulated Protective Order. Alternatively, a Designating Party may specify, at the deposition or up to 21 days afterwards if that period is properly invoked, that the entire transcript shall be treated as "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY".

All Parties shall give the other parties notice if they reasonably expect a deposition, hearing or other proceeding to include Protected Material so that the other parties can ensure that individuals present at those proceedings are authorized to be there and have signed the "Agreement To Be Bound by Protective Order." The use of a document as an exhibit at a deposition shall not in any way affect its designation as "CONFIDENTIAL", "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY," or "HIGHLY CONFIDENTIAL – SOURCE CODE".

Transcripts containing Protected Material shall have an obvious legend on the title page that the transcript contains Protected Material, and the title page shall be followed by a list of all pages (including line numbers as appropriate) that have been designated as Protected Material by the Designating Party. The Designating Party shall inform the court reporter of these requirements. Any transcript that is prepared before the expiration of a 21-day period for designation shall be treated during that period as if it had been designated "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY" in its entirety unless otherwise agreed, and after the expiration of that period only as actually designated.

(c) for information produced in some form other than documentary and for any other tangible items, that the Producing Party affix in a prominent place on the exterior of the container or containers in which the information or item is stored the legend "CONFIDENTIAL", "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY", or "HIGHLY CONFIDENTIAL

– SOURCE CODE". If only portions of the information or item warrant protection, the Producing Party, to the extent practicable, shall identify the protected portions.

5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent failure to designate qualified information or items does not, standing alone, waive the Designating Party's right to secure protection under this Order for such material. Upon timely correction of a designation, the Receiving Party must make reasonable efforts to assure that the material is treated in accordance with the provisions of this Order.

6. CHALLENGES TO DESIGNATIONS

6.1 Timing of Challenges. Any Party or Non-Party may challenge a designation of Protected Material at any time. Unless a prompt challenge to a Designating Party's designation is necessary to avoid foreseeable substantial unfairness, unnecessary economic burdens, or a later significant disruption or delay of the litigation, a Party does not waive its right to challenge a designation by electing not to mount a challenge promptly after the original designation is disclosed.

6.2 Meet and Confer. The Challenging Party shall initiate the dispute resolution process by providing written notice of each designation it is challenging and describing the basis for each challenge. To avoid ambiguity as to whether a challenge has been made, the written notice must recite that the challenge to confidentiality is being made in accordance with this specific paragraph of the Protective Order. The parties shall attempt to resolve each challenge in good faith and must begin the process by conferring directly (in voice to voice dialogue; other forms of communication are not sufficient) within fourteen days of the date of service of notice. In conferring, the Challenging Party must explain the basis for its belief that the designation was not proper and must give the Designating Party an opportunity to review the Designated Material, to reconsider the circumstances, and, if no change in designation is offered, to explain the basis for the chosen designation. A Challenging Party may proceed to the next stage of the challenge process only if it has engaged in this meet and confer process first or establishes that the Designating Party is unwilling to participate in the meet and confer process in a timely manner.

6.3 Judicial Intervention. If the Parties cannot resolve a challenge without court intervention, the Designating Party shall file and serve a motion under Civil Local Rule 7 (and in compliance with Civil Local Rule 79-5, if applicable) to retain confidentiality within 21 days of the initial notice of challenge or within fourteen days of the parties agreeing that the meet and confer process will not resolve their dispute. Each such motion must be accompanied by a competent declaration that affirms that the movant has complied with the meet and confer requirements imposed in the preceding paragraph. Failure by the Designating Party to make such a motion or to file such declaration within 21 days shall automatically waive the confidentiality designation for each challenged designation. Notwithstanding this provision, the Challenging Party may file a motion challenging a confidentiality designation at any time if there is good cause for doing so, including a challenge to the designation of a deposition transcript or any portions thereof. Any motion brought pursuant to this provision must be accompanied by a competent declaration affirming that the movant has complied with the meet and confer requirements imposed by the preceding paragraph.

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

7. ACCESS TO AND USE OF PROTECTED MATERIAL

7.1 Basic Principles. A Receiving Party may use Protected Material that is disclosed or produced by another Party or by a Non-Party in connection with this case only for prosecuting, defending, or attempting to settle this litigation. Such Protected Material may be disclosed only to the categories of Persons and under the conditions described in this Protective Order. When the litigation has been terminated, a Receiving Party must comply with the provisions of Section 14 below (Final Disposition).

Protected Material must be stored and maintained by a Receiving Party at a location and in a secure manner that ensures that access is limited to the Persons authorized under

this Protective Order.

7.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless otherwise ordered by the Court or permitted in writing by the Designating Party, a Receiving Party may disclose any information or item designated CONFIDENTIAL only to:

(a) the Receiving Party's Outside Counsel of Record in this action, as well as employees of said Counsel to whom it is reasonably necessary to disclose the information for this litigation and who have signed the "Agreement to Be Bound by Protective Order" that is attached hereto as Exhibit A;

(b) the officers, directors, and employees (including House Counsel) of the Receiving Party to whom disclosure is reasonably necessary for this litigation and who have signed the "Agreement to Be Bound by Protective Order" (Exhibit A);

(c) the named plaintiffs who have signed the "Agreement to Be Bound by Protective Order" (Exhibit A);

(d) Experts (as defined in this Order) of the Receiving Party to whom disclosure is reasonably necessary for this litigation and who have signed the "Agreement to Be Bound by Protective Order" (Exhibit A);

(e) the Court and its personnel;

(f) court reporters, their staffs, professional jury or trial consultants, and Professional Vendors to whom disclosure is reasonably necessary for this litigation and who have signed the "Agreement to Be Bound by Protective Order" (Exhibit A);

(g) during their depositions, witnesses in the action to whom disclosure is reasonably necessary and who have signed the "Agreement to Be Bound by Protective Order" (Exhibit A) unless otherwise agreed by the Designating Party or ordered by the Court. Pages of transcribed deposition testimony or exhibits to depositions that reveal Protected Material must be separately bound by the court reporter and may not be disclosed to anyone except as permitted under this Stipulated Protective Order.

(h) the author or recipient of a document containing the information or a person who otherwise possessed or knew the information.

(i) Plaintiffs' counsel who are not designated by court order as lead counsel, either interim lead counsel or otherwise, provided that they execute the Acknowledgment of and Agreement to Protective Order attached hereto as Exhibit A, and immediately provide SCEA with a copy of such Acknowledgment.

7.3 Disclosure of "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY" and "HIGHLY CONFIDENTIAL – SOURCE CODE" Information or Items. Unless otherwise ordered by the Court or permitted in writing by the Designating Party, a Receiving Party may disclose any information or item designated "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY" or "HIGHLY CONFIDENTIAL – SOURCE CODE" only to:

(a) the Receiving Party's Outside Counsel of record in this action, as well as employees of said Counsel to whom it is reasonably necessary to disclose the information for this litigation and who have signed the "Agreement to Be Bound by Protective Order" that is attached hereto as Exhibit A;

(b) the Receiving Party's House Counsel and their staff to whom it is reasonably necessary to disclose the information for this litigation and who have signed the "Agreement to Be Bound by Protective Order" that is attached hereto as Exhibit A;

(c) Experts of the Receiving Party (1) to whom disclosure is reasonably necessary for this litigation, (2) who have signed the "Agreement to Be Bound by Protective Order" (Exhibit A), and (3) as to whom the procedures set forth in paragraph 7.4(a)(2), below, have been followed;

(d) the Court and its personnel;

(e) court reporters, their staffs, professional jury or trial consultants, and professional vendors to whom disclosure is reasonably necessary for this litigation and who have signed the "Agreement to Be Bound by Protective Order" (Exhibit A); and

(f) the author of a document containing the information or a person who otherwise possessed or knew the information;

(g) Plaintiffs' counsel who are not designated by court order as lead counsel, either interim lead counsel or otherwise, provided that they execute the Acknowledgment of and

Agreement to Protective Order attached hereto as Exhibit A, and immediately provide SCEA with a copy of such Acknowledgment.

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 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" pursuant to paragraph 7.3(c) 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, and (6) identifies (by name and number of the case, filing date, and location of court) any litigation in connection with which the Expert has offered expert testimony, including through a declaration or report or at a deposition or trial, during the preceding five years.

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

(c) A Party that receives a timely written objection must meet and confer with the Designating Party (through direct voice to voice dialogue) to try to resolve the matter by

agreement within seven days of the written objection. If no agreement is reached, the Party seeking to make the disclosure to the Expert may file a motion as provided in Civil Local Rule 7 (and in compliance with Civil Local Rule 79-5, if applicable) seeking permission from the Court to do so. Any such motion must describe the circumstances with specificity, set forth in detail the reasons for which the disclosure to the Expert is reasonably necessary, assess the risk of harm that the disclosure would entail and suggest any additional means that might be used to reduce that risk. In addition, any such motion must be accompanied by a competent declaration in which the movant describes the parties' efforts to resolve the matter by agreement (i.e., the extent and the content of the meet and confer discussions) and sets forth the reasons advanced by the Designating Party for its refusal to approve the disclosure.

In any such proceeding the Party opposing disclosure to the Expert shall bear the burden of proving that the risk of harm that the disclosure would entail (under the safeguards proposed) outweighs the Receiving Party's need to disclose the Protected Material to its Expert.

8. SOURCE CODE

(a) To the extent production of Source Code becomes necessary in this case, a Producing Party may designate Source Code as "HIGHLY CONFIDENTIAL - SOURCE CODE" if it comprises or includes confidential, proprietary and/or trade secret Source Code.

(b) Protected Material designated as "HIGHLY CONFIDENTIAL – SOURCE CODE" shall be subject to all of the protections afforded to "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY" information, and may be disclosed solely to the individuals to whom "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY" information may be disclosed, as set forth in Paragraphs 7.3 and 7.4.

(c) Any Source Code produced in discovery shall be made available for inspection in a format through which it could be reasonably reviewed and searched during normal business hours or other mutually agreeable times at an office of the Producing Party's counsel or another mutually agreed location. The Source Code shall be made available for inspection on a secured computer in a secured room without Internet access or network access to other computers, and the Receiving Party shall not copy, remove, or otherwise transfer any portion of

the Source Code onto any recordable media or recordable device. The Producing Party may visually monitor the activities of the Receiving Party's representatives during any Source Code review, but only to ensure that there is no unauthorized recording, copying, or transmission of the Source Code.

(d) The Receiving Party shall be allowed to request paper copies of limited portions of Source Code that are reasonably necessary for the preparation of court filings, pleadings, expert reports or other papers or for deposition or trial, but shall not request paper copies for purposes of reviewing the Source Code elsewhere instead of reviewing it electronically as set forth in paragraph (c) in the first instance. The Producing Party shall provide all such Source Code in paper form including bates numbers and the label "HIGHLY CONFIDENTIAL - SOURCE CODE." The Producing Party may challenge the amount of Source Code requested in hard copy form pursuant to the timeframes set forth in the dispute resolution procedures of Section 6 whereby the Producing Party is the "Challenging Party" and the Receiving Party is the "Designating Party" for purposes of dispute resolution.

8.2 The Receiving Party shall maintain a record of any individual who has inspected any portion of the Source Code in electronic or paper form. The Receiving Party shall maintain all paper copies of any printed portions of the Source Code in a secured, locked area. The Receiving Party shall not create any electronic or other images of the paper copies and shall not convert any of the information contained in the paper copies into any electronic format. The Receiving Party shall only make additional paper copies if such additional copies are (1) necessary to prepare court filings, pleadings, or other papers (including a testifying expert's expert report), (2) necessary for deposition, or (3) otherwise necessary for the preparation of its case. Any paper copies used during a deposition shall be retrieved by the Producing Party at the end of each day, and must not be given to or left with a Court Reporter or any other individual.

9. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN OTHER LITIGATION

If a Party is served with a subpoena or an order issued in other litigation that would compel disclosure of any information or items designated in this action as "CONFIDENTIAL",

"HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY," or "HIGHLY CONFIDENTIAL – SOURCE CODE" that Party must:

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

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

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

If the Designating Party timely seeks a protective order, the Party served with the subpoena or order shall not produce any information designated in this action as "CONFIDENTIAL", "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY," or "HIGHLY CONFIDENTIAL – SOURCE CODE" before a determination by the court from which the subpoena or order was issued or obtaining the Designating Party's permission. The Designating Party shall bear the burdens and the expenses of seeking protection in that court of its confidential material - and nothing in these provisions should be construed as authorizing or encouraging a Receiving Party in this action to disobey a lawful directive from another court.

10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

10.1 If a Receiving Party or Disclosing Counsel learns that, by inadvertence or otherwise, he or she has disclosed Protected Material to any Person or in any circumstance not authorized under this Protective Order, that Disclosing Counsel must immediately (a) notify the Designating Party in writing of the unauthorized disclosures; (b) use his or her best efforts to retrieve all copies of the Protected Material, including any copies or reproduction, excerpts, summaries or other documents or media that paraphrase, excerpt or contain the Protected Material; (c) inform the Person or Persons to whom unauthorized disclosures were made of all the terms of this Protective Order; and (d) request such Person or Persons to execute the Acknowledgement And Agreement To Be Bound (attached hereto as Exhibit A).

11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE PROTECTED MATERIAL

When a Producing Party gives notice to the other parties that certain inadvertently produced material is subject to a claim of privilege or other protection, the obligations of the parties that received such material are those set forth in Rule 26(b)(5)(B) of the Federal Rules of Civil Procedure. This provision is not intended to modify whatever procedure may be established in an e-discovery order that provides for production without prior privilege review.

12. A NON-PARTY'S PROTECTED MATERIAL SOUGHT TO BE PRODUCED IN THIS LITIGATION

12.1 The terms of this Protective Order are applicable to information produced by a Non-Party in this action and designated as Protected Material. Such information produced by Non-Parties in connection with this litigation is protected by the remedies and relief provided by this Protective Order. Nothing in these provisions should be construed as prohibiting a Non-Party from seeking additional protections.

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

(a) promptly notify in writing the Requesting Party and the Non-Party that some or all of the information requested is subject to a confidentiality agreement with a Non-Party;

(b) promptly provide the Non-Party with a copy of this Protective Order, the relevant discovery request(s), and a reasonably specific description of the information requested; and

(c) make the information requested available for inspection by the Non-Party.

12.3 If the Non-Party fails to object or seek a protective order from the Court within fourteen days of receiving the notice and accompanying information, the Receiving Party may produce the Non-Party's confidential information responsive to the discovery request. If the Non-Party timely seeks a protective order, the Receiving Party shall not produce any information

in its possession or control that is subject to the confidentiality agreement with the Non-Party before a determination by the Court. Absent a court order to the contrary, the Non-Party shall bear the burden and expense of seeking protection in this Court of its Protected Material.

13. FILING PROTECTED MATERIAL

13.1 Without written permission from the Designating Party or a court order secured after appropriate notice to all interested persons, a Party may not file in the public record in this action any Protected Material. A Party that seeks to file under seal any Protected Material must comply with Civil Local Rule 79-5. Protected material may only be filed under seal pursuant to a court order authorizing the sealing of the specific Protected Material at issue. Pursuant to Civil Local Rule 79-5, a sealing order will issue only upon a request establishing that the Protected Material at issue is privileged or protectable as a trade secret or otherwise entitled to protection under the law.

14. FINAL DISPOSITION

14.1 Within sixty days after the final disposition of this action, as defined in Section 4, each Receiving Party must return all Protected Material to the Producing Party or destroy such material. As used in this subdivision, "all Protected Material" includes all copies, abstracts, compilations, summaries or any other form of reproducing or capturing any of the Protected Material. Whether the Protected Material is returned or destroyed, the Receiving Party must submit a written certification to the Producing Party (and, if not the same person or entity, to the Designating Party) by the sixty-day deadline that identifies (by category, where appropriate) all the Protected Material that was returned or destroyed and that affirms that the Receiving Party has not retained any copies, abstracts, compilations, summaries or other forms of reproducing or capturing any of the Protected Material. Notwithstanding this provision, Counsel are entitled to retain an archival copy of all pleadings, motion papers, trial, deposition, and hearing transcripts, legal memoranda, correspondence, deposition and trial exhibits, expert reports, attorney work product and consultant and expert work product, even if such materials contain Protected Material. Any such archival copies that contain or constitute Protected Material remain subject to this Protective Order as set forth in Section 4 (Duration), above.

15. MISCELLANEOUS

15.1 Right to Further Relief. Nothing in this Protective Order abridges the right of any Party to seek its modification by the Court in the future.

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

15.3 Export Control. Disclosure of Protected Material shall be subject to all applicable laws and regulations relating to the export of technical data contained in such Protected Material, including the release of such technical data to foreign persons or nationals in the United States or elsewhere. The Producing Party shall be responsible for identifying any such controlled technical data and the Receiving Party shall take such measures necessary to ensure compliance.

IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

[signatures on next page]

Dated: November _____, 2010

DLA PIPER LLP (US)

By _____
LUANNE SACKS
Attorneys for Defendant
Sony Computer Entertainment America LLC

Dated: November _____, 2010

CALVO & CLARK LLP

By _____
JAMES A. QUADRA
Attorneys for Plaintiffs

Dated: November _____, 2010

FINKELSTEIN THOMPSON LLP

By _____
ROSEMARY M. RIVAS
Attorneys for Plaintiffs

Dated: November _____, 2010

HAUSFELD LLP

By _____
JAMES PIZZIRUSSO
Attorneys for Plaintiffs

PURSUANT TO STIPULATION, IT IS SO ORDERED:

Dated: _____, 2010

By _____
Hon. Richard Seeborg
United States District Judge

EXHIBIT A

ACKNOWLEDGEMENT AND AGREEMENT TO BE BOUND BY PROTECTIVE ORDER

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 Protective Order that was issued by the United States District Court for the Northern District of California on _____[date] in the case of *In Re Sony PS3 "Other OS" Litigation*, Case No. CV-10-1811 RS (EMC). I agree to comply with and to be bound by all the terms of this Protective Order and I understand and acknowledge that failure to 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 the Protective Order to any Person except in compliance with the provisions of the Protective Order.

I further agree to submit to the jurisdiction of the United States District Court for the Northern District of California for the purpose of enforcing the terms of the Protective Order, even if such enforcement occurs after the termination of the above-referenced 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 the Protective Order.

Date: _____

City and State where sworn and signed: _____

Printed Name: _____

Signature: _____