

# EXHIBIT M

**Rosemary M. Rivas**

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**From:** Ott, Carter [Carter.Ott@dlapiper.com]  
**Sent:** Wednesday, December 08, 2010 8:26 AM  
**To:** James Pizzirusso; James Quadra; Rosemary M. Rivas; Rebecca Coll  
**Cc:** Sacks, Luanne  
**Subject:** Other OS - SCEI Stip Language  
**Attachments:** SCEI stip language.doc

All,  
Attached is our proposed language for a stipulation regarding SCEI. Please note that, before we enter into any stipulation regarding SCEI, we need to obtain the *Allee* and *Girardi* counsel's agreement to the terms.

Also, although the stipulation provides that SCEI employees will appear for deposition without the need to serve a subpoena under the procedures of the Hague Convention, it is our understanding that you will need to comply with all other law related to taking depositions in Japan.

Thank you,  
Carter



**Carter W. Ott**  
Associate

**DLA Piper** LLP (US)  
555 Mission Street, Suite 2400  
San Francisco, California 94105

T 415-836-2538  
F 415-659-7338  
M 415-336-9408  
[carter.ott@dlapiper.com](mailto:carter.ott@dlapiper.com)  
[www.dlapiper.com](http://www.dlapiper.com)

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WHEREAS, Plaintiffs wish to obtain documents and other information from non-party Sony Computer Entertainment Inc. ("SCEI") related to the above-captioned litigation, without the need to name SCEI as a party to this litigation; and

WHEREAS, the parties have agreed to procedures that would provide Plaintiffs with this discovery, provided they do not name SCEI as a defendant in this action.

IT IS HEREBY AGREED TO AS FOLLOWS:

1. Plaintiffs hereby agree not to name SCEI as a defendant in the above-captioned action. In exchange, Sony Computer Entertainment America LLC ("SCEA") agrees to produce documents and other information from SCEI as provided below.

2. **Document Production.** SCEA agrees that it will request and produce relevant documents in SCEI's possession, custody, or control responsive to Plaintiffs' First Set Of Requests For Production Of Documents To Defendant Sony Computer Entertainment America LLC, served on September 8, 2010, subject to defendant SCEA's objections to those requests and any restrictions agreed to by the parties through meet and confer and any Court order that might be entered regarding those requests.

3. **Depositions.** SCEA agrees that, though SCEI is a non-party to this action, Plaintiffs shall be permitted to identify a reasonable number of relevant SCEI employees for deposition and such employees will appear for deposition without the need for Plaintiffs to serve a subpoena under the procedures of the Hague Convention, subject to appropriate asserted objections. Plaintiffs agree that all depositions of SCEI employees will take place solely in Japan unless SCEA and SCEI agree otherwise. The parties agree to negotiate in good faith over the number, specific location and timing for any such depositions. SCEA and/or SCEI reserve the right to object to the content of any deposition notices served by Plaintiffs to the extent permissible under the Federal Rules of Civil Procedure.

IT IS SO STIPULATED.