EXHIBIT GG

From: Ott, Carter

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

To: Rebecca Coll; James Quadra; 'dwarshaw@pswplaw.com'; James Pizzirusso; Genevieve P. Rapadas; Kevin Moon; 'rrivas@finkelsteinthompson.com'

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
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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.

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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.

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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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