

EXHIBIT B

From: James Quadra [jqadra@calvoclarck.com]
Sent: Wednesday, December 08, 2010 4:00 PM
To: Ott, Carter
Cc: James Pizzirusso (jpizzirusso@hausfeldllp.com); Rosemary M. Rivas; Rebecca Coll; Daniel L. Warsaw (dwarshaw@pswplaw.com)
Subject: Sony Other OS
Attachments: Plaintiffs' Redlined SCEI Stipulation.docx

Carter:

The proposal that we would waive all potential claims against SCEI is not something we discussed previously. Obviously, we are only prepared to do so if SCEA agrees that it is the proper party at interest and any statements, actions, etc. that may have created liability are imputed to SCEA and that SCEA will not raise as a defense that "it wasn't us - it was SCEI." We do not think that SCEI/SCEA were attempting to foreclose potential liability here or somehow use this against us, but we need to make sure that any stipulation clearly addresses this. Otherwise, we are prepared to brief and argue this in front of Chen. We have proposed language in the stipulation that will address this issue.

Further, your stipulation seems to limit discovery solely to the first set of document requests. We cannot agree to limit the SCEI discovery solely to that set - particularly if, as discovery progresses, we find additional areas of relevant discovery to pursue. We have proposed language addressing that issue, as well.

Given the schedule you are proposing, we need to know your position on this by tomorrow at 5 pm PT.

Regards

Jim

James A. Quadra
Calvo & Clark, LLP
One Lombard Street
San Francisco, CA 94111
Direct: 415-362-0265
Cell: 415-609-6296
Main: 415-374-8370
Fax: 415-374-8373
jqadra@calvoclarck.com
www.calvoclarck.com

=====
This e-mail message is intended only for the use of the individual or entity named above and may contain confidential and privileged information. If you are not the intended recipient, any disclosure, copying, distribution or use of the information contained in this transmission is strictly PROHIBITED. If you have received this transmission in error, please immediately notify us. Reply to cclaw@calvoclarck.com, and delete the message immediately. Thank you very much.
=====

WHEREAS, Plaintiffs wish to obtain documents and other information from non-party Sony Computer Entertainment Inc. ("SCEI") related to the above-captioned litigation, and

Deleted: without the need to name SCEI as a party to this litigation; and

WHEREAS, Sony Computer Entertainment America LLC ("SCEA") has access to documents and information in the possession, custody and control of SCEI, and

WHEREAS, the parties have agreed to procedures that would provide Plaintiffs with this discovery and give Plaintiffs assurances that any relevant conduct or actions by SCEI may be imputed to SCEA, provided Plaintiffs do not name SCEI as a defendant in this action.

Deleted: provided they

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 for SCEA and SCEI agreeing to the terms set forth herein.

Deleted: .

2. SCEA agrees that SCEI's conduct and actions in connection with the design, marketing, and decisions relating to the Playstation3 ("PS3") are imputed to SCEA for purposes of this litigation. This imputation to SCEA of responsibility includes but is not limited to any decision made or influenced by SCEI or its subsidiaries to include, maintain, modify, limit, eliminate, or withdraw the Other OS feature in the PS3, and any marketing or representations made by SCEI or its subsidiaries about the PS3 or its features.

3. SCEA agrees not to raise as a defense in this case that any actions, representations, or decisions that may relate to liability for Plaintiffs' claims were undertaken by SCEI and not SCEA.

4. In exchange, Sony Computer Entertainment America LLC ("SCEA") agrees to produce documents and other information from SCEI as provided below.

5. **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, and any subsequent document requests, subject to defendant SCEA's objections to those requests and any restrictions agreed to by the parties through any meet and confer and any Court order that might be entered regarding those requests.

6. **Written Discovery.** SCEA will include in any responses to written discovery information that is in the possession, custody or control of SCEI.

7. **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. If an individual whom Plaintiffs seek to depose will be in the United States, SCEA and SCEI will inform the Plaintiffs and will make reasonable efforts to accommodate depositions in the United States if possible. 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.