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 12 ZYNGA INC.

13 UNITED STATES DISTRICT COURT  
 14 NORTHERN DISTRICT OF CALIFORNIA

15 ELECTRONIC ARTS INC.,  
 16 Plaintiff,  
 17 vs.  
 18 ZYNGA INC.,  
 19 Defendant.

CASE NO. CV 12 4099 SI

**[PROPOSED] ORDER GRANTING  
 ZYNGA INC.'S EX PARTE APPLICATION  
 TO FILE UNDER SEAL PORTIONS OF  
 ITS COUNTERCLAIM FOR BREACH OF  
 CONTRACT AND VIOLATION OF  
 CALIFORNIA BUSINESS AND  
 PROFESSIONS CODE SECTION 17200**

21 ZYNGA INC.,  
 22 Counter-Claimant,  
 23 vs.  
 24 ELECTRONIC ARTS INC.,  
 25 Counter-Defendant.

1 Defendant and Counter-Claimant Zynga Inc. (“Zynga”) has filed Zynga’s *Ex Parte*  
 2 Application To File Under Seal portions of its Counterclaim For Breach Of Contract And  
 3 Violation Of California Business And Professions Code Section 17200, pursuant to Civil Local  
 4 Rules 7-10, 79-5, and this Court’s Standing Order in the above-captioned matter.

5 The Court, having considered the papers and the respective arguments of counsel, finds as  
 6 follows:

- 7 1. Portions of the documents set forth in Zynga’s *Ex Parte* Application are entitled to  
 8 protection under the law as compelling reasons exist for the sealing thereof;
- 9 2. The request is narrowly tailored to seek sealing only of sealable material;
- 10 3. The request conforms with Civil L.R. 79-5(c).

11 Good and sufficient cause appearing, IT IS, THEREFORE, ORDERED, that Zynga’s *Ex*  
 12 *Parte* Application To File Under Seal be, and hereby is GRANTED. The following portions of  
 13 documents submitted in support of Zynga Inc.’s Counterclaim For Breach Of Contract And  
 14 Violation Of California Business And Professions Code Section 17200 are hereby sealed:

Item No.	Document	Page:Line
1.	Zynga Inc.’s Counterclaim For Breach Of Contract And Violation Of California Business And Professions Code Section 17200	1:10 (all words after “released”)
2.	Zynga Inc.’s Counterclaim For Breach Of Contract And Violation Of California Business And Professions Code Section 17200	8:22 (all words after “into a” and before “settlement agreement”)
3.	Zynga Inc.’s Counterclaim For Breach Of Contract And Violation Of California Business And Professions Code Section 17200	8:23 (all words after “a release” and before “See”)
4.	Zynga Inc.’s Counterclaim For Breach Of Contract And Violation Of California Business And Professions Code Section 17200	8:24-25 (all words after “release” and before “See”)
5.	Zynga Inc.’s Counterclaim For Breach Of Contract And Violation Of California Business And Professions Code Section 17200	12:10 (all words after “agreement that”)
6.	Zynga Inc.’s Counterclaim For Breach Of Contract And Violation Of California Business And Professions Code Section 17200	12:11 (all words before “included a”)

7.	Zynga Inc.'s Counterclaim For Breach Of Contract And Violation Of California Business And Professions Code Section 17200	12:12 (all words after "claims" and before "See")
8.	Zynga Inc.'s Counterclaim For Breach Of Contract And Violation Of California Business And Professions Code Section 17200	15:27 (all words after "released")
9.	Zynga Inc.'s Counterclaim For Breach Of Contract And Violation Of California Business And Professions Code Section 17200	15:28-16:1 (all)
10.	Zynga Inc.'s Counterclaim For Breach Of Contract And Violation Of California Business And Professions Code Section 17200	16:5-8 (all)
11.	Zynga Inc.'s Counterclaim For Breach Of Contract And Violation Of California Business And Professions Code Section 17200	16:9 (all words before "and to the extent")
12.	Zynga Inc.'s Counterclaim For Breach Of Contract And Violation Of California Business And Professions Code Section 17200	16:10-12 (all)
13.	Zynga Inc.'s Counterclaim For Breach Of Contract And Violation Of California Business And Professions Code Section 17200	16:13-14 (all words after "and waived")
14.	Exhibit A to Zynga Inc.'s Counterclaim For Breach Of Contract And Violation Of California Business And Professions Code Section 17200	In its entirety
15.	Exhibit B to Zynga Inc.'s Counterclaim For Breach Of Contract And Violation Of California Business And Professions Code Section 17200	In its entirety

**IT IS SO ORDERED.**

Dated: September \_\_\_\_, 2012

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THE HONORABLE SUSAN ILLSTON  
U.S. DISTRICT COURT JUDGE