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Attorneys for Plaintiff
 APPLE COMPUTER, INC.

12
 13 UNITED STATES DISTRICT COURT
 14 NORTHERN DISTRICT OF CALIFORNIA
 15 OAKLAND DIVISION

17 APPLE COMPUTER, INC.,

18 Plaintiff,

19 v.

20 PODFITNESS, INC., and DOES 1-100,
 inclusive

21 Defendants.

Case No. C 06-5805 SBA

**[PROPOSED] STIPULATED ADDENDUM
 TO STIPULATED PROTECTIVE ORDER**

Hon. Sandra B. Armstrong

23
 24 A discovery dispute has arisen in this matter between plaintiff Apple Computer, Inc.
 25 (“Apple”) and defendant Podfitness, Inc. (“Podfitness”) [collectively the “Parties”], regarding
 26 third-party discovery by Apple to Podfitness’ business associates, which Podfitness contends has

1 disrupted its business relationships and/or associations with such third parties (the “Third
2 Parties”). Apple contends that it has the right to subpoena Third Parties in order to obtain
3 relevant information without prior approval from Podfitness. In the interest of resolving this
4 dispute without the necessity of motion practice, the Parties have reached the following
5 agreement.

6 Accordingly, the Parties, by and through their respective attorneys, stipulate and agree to
7 the following terms and conditions, in addition to the terms and conditions set forth in the
8 Stipulated Protective Order, signed by the Court on February 9, 2007:

9 1. Apple agrees not to serve any Third Parties with subpoenas or otherwise contact
10 such Third Parties without first seeking the same documents from Podfitness, through
11 appropriate discovery channels.

12 2. If Podfitness is unable to produce the requested documents, Apple’s counsel will
13 give Podfitness’ counsel ten days advance notice of its intent to issue subpoenas or otherwise
14 contact any Third Parties.

15 3. Apple also agrees to cooperate with Podfitness’ counsel to meet and confer during
16 the ten day period should Podfitness’ counsel request such a meet and confer.

17 4. Apple further agrees not to serve any subpoenas or otherwise contact the Third
18 Parties during the ten day period, and if Podfitness’ counsel files a motion for a protective order,
19 not until such motion is ruled upon by the Court.

20 Dated: April 13, 2007

FISH & RICHARDSON P.C.

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22 By: /s/ Andrew M. Abrams

23 David J. Miclean

24 Lisa M. Martens

25 Andrew M. Abrams

26 Attorneys for Plaintiff

27 APPLE COMPUTER, INC.

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Dated: April 13, 2007

WORKMAN NYDEGGER

By: /s/ Robert E. Aycock
Charles J. Veverka
Robert E. Aycock

Attorneys for Defendant
PODFITNESS, INC.

DECLARATION OF CONSENT

Pursuant to General order No. 45, § X(B) regarding signatures, I attest under penalty of perjury that concurrence in filing this document has been obtained from Andrew M. Abrams.

WORKMAN NYDEGGER

By: /s/ Robert E. Aycock
Charles J. Veverka
Robert E. Aycock

**Attorneys for Defendant
PODFITNESS, INC.**

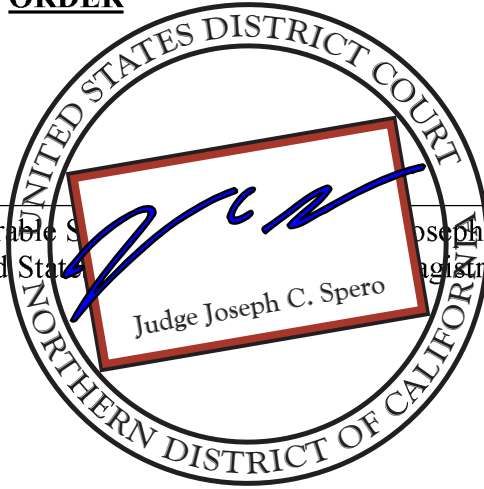
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ORDER

IT IS SO ORDERED.

Dated: April 16, 2007

Honorable S
United States



Joseph C. Spero
Magistrate