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14 Class Counsel

15
 16 UNITED STATES DISTRICT COURT
 17 NORTHERN DISTRICT OF CALIFORNIA
 18 OAKLAND DIVISION

19 GEOFFREY PECOBER and ANDREW)
 OWENS, on behalf of themselves and a class of)
 20 person similarly situated,)
)
 21 Plaintiffs,)
)
 22 v.)
)
 23 ELECTRONIC ARTS INC., a Delaware)
 Corporation,)
 24)
 Defendant.)

No. 08-cv-02820 CW

 STIPULATION AND ~~PROPOSED~~
 ORDER SUPPLEMENTING
 STIPULATED PROTECTIVE ORDER
 REGARDING CONFIDENTIALITY OF
 NON-PARTY ESPN'S DEPOSITION
 TESTIMONY

ACTION FILED: June 5, 2008

1 In order to protect confidential information obtained from non-party ESPN, Inc. (“ESPN”)
2 in connection with the above-captioned action, Plaintiffs and Defendant Electronic Arts Inc.
3 (“EA,” and collectively with Plaintiffs, the “Parties”), by and through their undersigned attorneys,
4 hereby stipulate as follows:

5 1. This stipulation supplements the Stipulated Protective Order Regarding
6 Confidentiality of Documents and Materials that was ordered by the Court in the above-captioned
7 action on January 20, 2009 (“Protective Order”). *See* ECF No. 32.

8 2. In addition to the provisions and protections contained in the Protective Order, the
9 following shall apply to deposition testimony provided by ESPN in connection with this action.

10 3. ESPN may designate its deposition testimony as “OUTSIDE COUNSEL ONLY” if
11 it reasonably and in good faith believes that such testimony contains confidential information so
12 commercially sensitive that the protections afforded by the Protective Order are insufficient to
13 adequately protect the interests of ESPN. ESPN shall specify its designations by page and line
14 number.

15 4. The Parties acknowledge and agree that examples of an appropriate “OUTSIDE
16 COUNSEL ONLY” designation include internal ESPN communications discussing the negotiation
17 of the terms of licensing agreements between ESPN and EA, the terms of licensing agreements
18 between ESPN and licensees other than EA, and internal ESPN communications discussing
19 ESPN’s video game licensing strategy.

20 5. Except as expressly provided below, any deposition testimony provided by ESPN
21 and designated “OUTSIDE COUNSEL ONLY” may be used only for purposes of this action and
22 shall not be given, shown, made available or communicated in any way to anyone except:

- 23 a. the Court, court personnel and court reporters;
- 24 b. outside litigation counsel of record to the Parties, including the legal
25 associates and clerical or other support staff who are employed by such
26 counsel and are working under the express direction of such counsel;
- 27 c. court reporters who record deposition or other testimony in the litigation;

- d. consultants or experts retained by the Parties;
- e. any person who is indicated on the face of a document to have been an author, addressee or copy recipient thereof;
- f. any person whom ESPN agrees to in writing prior to any such disclosure;
- g. persons or entities that provide litigation support services (*e.g.*, photocopying; videotaping; translating; preparing exhibits or demonstrations; organizing, storing, retrieving data in any form or medium; etc.) and their employees and subcontractors.

6. Counsel for the Parties shall obtain from all persons who are given access to any deposition testimony provided by ESPN, including deposition testimony designated “OUTSIDE COUNSEL ONLY,” written acknowledgement that such persons have read, understand, and will comply with the terms of the Protective Order and this stipulation supplementing the Protective Order.

7. In the event that a party deems it necessary to disclose any testimony designated as “OUTSIDE COUNSEL ONLY” to any person not specified in Paragraph 5, that party shall notify counsel for ESPN in writing of: (i) the testimony it wishes to disclose; and (ii) the persons to whom such disclosure is to be made. The proposed disclosure shall not be made absent written permission from ESPN, unless the party wishing to make the disclosure obtains an order from the United States District Court for the District of Connecticut permitting the proposed disclosure.

8. Any testimony designated as “OUTSIDE COUNSEL ONLY” that is used in connection with any court proceeding shall not lose its outside counsel only status through such use, and the parties shall take all steps reasonably required to protect its confidentiality during such use, including the notice and filing under seal procedures provided in paragraphs 13, 15, and 16 of the Protective Order.

9. The parties agree that any deposition testimony provided by ESPN, however designated, will be treated in accordance with the Protective Order and this stipulation supplementing the Protective Order, and will not be shown or in any way provided to any third

1 **CERTIFICATE OF SERVICE**

2 I hereby certify that on February 3, 2012, I electronically filed the foregoing document
3 using the CM/ECF system which will send notification of such filing to the e-mail addresses
4 registered in the CM/ECF system, as denoted on the Electronic Mail Notice List, and I hereby
5 certify that I have mailed a paper copy of the foregoing document via the United States Postal
6 Service to the non-CM/ECF participants indicated on the Manual Notice List generated by the
7 CM/ECF system.

8
9 /s/ Shana E. Scarlett
SHANA E. SCARLETT