

ROBINS, KAPLAN, MILLER & CIRESI L.L.P.
ATTORNEYS AT LAW
MINNEAPOLIS

1 William H. Manning (*pro hac vice*)
E-mail: WHManning@rkmc.com
2 Brad P. Engdahl (*pro hac vice*)
E-mail: BPEngdahl@rkmc.com
3 **Robins, Kaplan, Miller & Ciresi L.L.P.**
2800 LaSalle Plaza
4 800 LaSalle Avenue
Minneapolis, MN 55402
5 Telephone: 612-349-8500
Facsimile: 612-339-4181

6 John P. Bovich (SBN 150688)
E-mail: JBovich@reedsmith.com
7 **Reed Smith LLP**
Two Embarcadero Center, Suite 2000
8 San Francisco, CA 94111
9 Telephone: 415-543-8700

10 Attorneys for Advanced Micro Devices,
Inc., et al.

Robert T. Haslam (Bar No. 71134)
E-mail: Rhaslam@cov.com
Covington & Burling LLP
333 Twin Dolphin Drive, Suite 700
Redwood Shores, CA 94065
Telephone: 650-632-4700
Facsimile: 650-632-4800

Christine Saunders Haskett
E-mail: Chaskett@cov.com
Covington & Burling LLP
One Front Street
San Francisco, CA 94111
Telephone: 415-591-7087
Facsimile: 415-955-6587

Attorneys for Samsung Electronics Co., Ltd., et al.

11 UNITED STATES DISTRICT COURT
12 NORTHERN DISTRICT OF CALIFORNIA

13
14
15 ADVANCED MICRO DEVICES, INC., et
al.,

16 Plaintiffs,

17 v.

18 SAMSUNG ELECTRONICS CO., LTD.,
19 et al.,

20 Defendants.

Case No. CV-08-0986-SI

**SECOND ADDENDUM TO JOINT
STIPULATED PROTECTIVE ORDER**

[Civil L.R. 7-12]

21
22 The parties in the above-referenced action hereby agree that the following replaces
23 Section 7.2(b) of the previously filed Joint Stipulated Protective Order (Dkt. #60), currently in
24 effect:

25 (b) the Receiving Party’s In-House Counsel who have signed the “Agreement to Be
26 Bound by Protective Order” (Exhibit A), limited to the following persons:

| <u>For AMD</u> | <u>Name</u> | <u>Title</u> |
|----------------|-------------|---|
| i. | Beth Ozmun | Vice President of Litigation and Employment Law |

1 to stand-alone computers (computers that are not connected to the internet, a network, wireless
2 device, or any other peripheral device except as may be necessary to access a server in Korea
3 designated by Samsung) and monitors, located in a locked, restricted access room. Unless
4 otherwise agreed to by the parties in writing or directed by the Court, this room shall be located at
5 the San Francisco office of the Designating Party’s Outside Counsel.

6 (b) The Receiving Party shall not physically, photographically, xerographically,
7 magnetically, digitally, optically or otherwise copy by any means information or items designated
8 “Highly Confidential – Restricted Access Only,” subject to the exceptions enumerated in
9 Paragraph (c), below.

10 (c) The Receiving Party may create only the following documents from information or
11 items designated “Highly Confidential – Restricted Access Only”:

12 (i) Paper printouts or physical photocopies of information or items designated
13 “Highly Confidential – Restricted Access Only;”

14 (ii) Hand-written or typed documents—including word processing
15 documents—reflecting the content of information or items designated “Highly
16 Confidential – Restricted Access Only;”

17 (iii) Adobe “ps” or “pdf” documents of materials described in subparts (i) and
18 (ii), above that contain source code, for the sole purposes of filing documents with the
19 Court or serving another Party;

20 (iv) Adobe “ps” or “pdf” documents, “jpg” images or “tif” images of materials
21 described in subparts (i) and (ii), above that do not contain source code, for the sole
22 purposes of providing said documents to an Expert permitted to receive such materials
23 under Section 7.3 and approved under Section 7.4, filing documents with the Court,
24 serving another party, or maintaining internal records of documents filed or served; and

25 (v) Adobe “ps” or “pdf” documents, “jpg” images or “tif” images of materials
26 that do not contain source code, for the purpose of internal case analysis and preparation,
27 when information or items designated “Highly Confidential – Restricted Access Only” are
28 produced at office of the Designating Party or its Outside Counsel.

ROBINS, KAPLAN, MILLER & CIRESI L.L.P.
ATTORNEYS AT LAW
MINNEAPOLIS

1 (d) Documents that the Receiving Party creates under Paragraph (c) are subject to the
2 following conditions:

3 (i) The documents must be marked “HIGHLY CONFIDENTIAL –
4 RESTRICTED ACCESS ONLY” in a clear, conspicuous manner on the cover page, and
5 at the top or bottom of each subsequent page within said document;

6 (ii) If the Receiving Party provides the documents to an Expert permitted to
7 receive such materials under Section 7.3 and approved under Section 7.4, said Expert
8 must return the documents to the Receiving Party immediately upon the close of expert
9 discovery in this litigation;

10 (iii) The Receiving Party must destroy all Adobe “pdf” documents described in
11 Paragraph (c)(iii) within 24 hours after filing the documents with the Court or serving
12 another Party, and must confirm in writing to the Designating Party that such destruction
13 has been completed; and

14 (iv) The Receiving party shall encrypt or password-protect all documents
15 described in Paragraphs (c)(iii)-(v).

16 (e) The Receiving Party shall not send, transmit or otherwise transport the documents
17 referred to in Paragraphs (a)–(c), subject to the following exceptions:

18 (i) For physical embodiments of materials described in Paragraph (c)(i)-(ii):

19 (A) If sent to any person permitted to receive such documents under
20 Section 7.3, the Receiving Party must send these documents in a sealed container
21 via certified mail, return receipt requested; or an established overnight, freight,
22 delivery or messenger service. The Receiving Party must notify the Disclosing
23 Party immediately if, for any reason, the documents do not reach their intended
24 destination; and

25 (B) If physically transported for any other purpose, the Receiving Party
26 must retain physical custody and control of the documents at all times and must
27 store the documents in a locked, secure place.
28

ROBINS, KAPLAN, MILLER & CIRESI L.L.P.
ATTORNEYS AT LAW
MINNEAPOLIS

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

(ii) For electronic embodiments of documents described in Paragraph (c)(iii)-

(v):

(A) If electronically or digitally transmitted, the Receiving Party must encrypt these documents, or transmit these documents over a secure network; and

(B) If transported on CD, DVD, hard drive or any other media for any other purpose, the Receiving Party must retain physical custody and control of the media at all times and must store the media in a locked, secure place.

(f) The provisions in Section 10 regarding filing documents under seal shall apply to documents described in Paragraph (c)(iii)-(v).

DATED: March 25, 2009

ROBINS, KAPLAN, MILLER & CIRESI L.L.P.

By: _____
William H. Manning
Brad P. Engdahl

ATTORNEYS FOR ADVANCED MICRO DEVICES, INC., ET AL.

DATED: March 25, 2009

COVINGTON & BURLING LLP

By: _____
Robert T. Haslam
Christine S. Haskett

ATTORNEYS FOR SAMSUNG ELECTRONICS CO., LTD., ET AL.

Plaintiffs' counsel attests that concurrence in the filing of this document has been obtained from the above-named signatory.

PURSUANT TO STIPULATION, IT IS SO ORDERED.

4/1/09
March __, 2009



Honorable Susan Illston
United States District Judge