

# **EXHIBIT 5**

## Gaudreau, Holly

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**From:** Gaudreau, Holly  
**Sent:** Wednesday, March 16, 2011 10:12 PM  
**To:** 'Stewart Kellar'  
**Cc:** Yasha Heidari; Bricker, Ryan; Jack C. Praetzellis  
**Subject:** RE: Draft Protocol for TIG  
**Attachments:** Proposed Order re Protocol for JX discovery.doc

Hi Stewart,

Our draft proposed order is attached.

Also, I wanted to let you know that the SDK does contain references to SCEA. We were able to confirm with the client.

Finally, my apologies for the delay. I was hoping we could reach some agreement earlier. I am happy to take care of the e-filing.

Thanks.  
Holly

**Holly Gaudreau**  
**Kilpatrick Townsend & Stockton LLP**  
Eighth Floor | Two Embarcadero Center | San Francisco, CA 94111  
office 415 273 4324 | fax 415 354 3443  
hgaudreau@kilpatricktownsend.com | My Profile | VCard

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**From:** Stewart Kellar [mailto:stewart@etrny.com]  
**Sent:** Wednesday, March 16, 2011 10:01 PM  
**To:** Gaudreau, Holly  
**Cc:** Yasha Heidari; Bricker, Ryan; Jack C. Praetzellis  
**Subject:** Re: Draft Protocol for TIG

Holly, we last spoke around 8pm. How are things going? We would like to get this joint letter and proposed orders filed comfortably before midnight. Thanks in advance for any update you have.

Stewart Kellar  
E-ttorney at Law™  
148 Townsend St. Ste. 2  
San Francisco, CA 94107  
(415) 742-2303  
[stewart@etrny.com](mailto:stewart@etrny.com)  
[www.ettorneyatlaw.com](http://www.ettorneyatlaw.com)

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3/16/2011

# **EXHIBIT 6**

**SONY**<sup>®</sup>



## ***Reference Tool***

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### **Instruction manual**

SCE CONFIDENTIAL

This manual contains safety precautions for the prevention of accidents, and instructions for the use and handling of this product. Read this manual carefully and use the product in a safe manner. After reading the manual, store it in an accessible location for future reference.

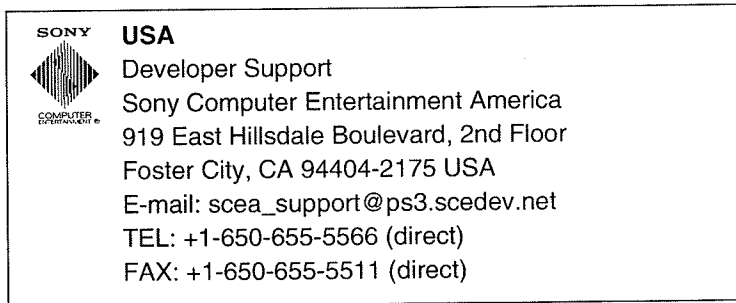
## **DECR-1000A**




2-886-333-15(1)



This product may fall within the scope of national export control legislation.  
You must comply fully with the requirements of such legislation and of all other applicable laws of any jurisdiction in relation to this product.

Contact information:



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“” and “PlayStation” are registered trademarks and “Cell Broadband Engine” is a trademark of Sony Computer Entertainment Inc.

“SONY” and “” are registered trademarks and “Memory Stick” and “” are trademarks of Sony Corporation.

# **EXHIBIT 7**

## Gaudreau, Holly

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**From:** Gaudreau, Holly  
**Sent:** Wednesday, March 16, 2011 2:55 PM  
**To:** 'stewart@etrny.com'; 'Yasha Heidari'  
**Cc:** Bricker, Ryan  
**Subject:** FW: Draft Protocol for TIG  
**Attachments:** SON-01-01 Protocols discussed on March 16.docx

Dear Stewart and Yasha,

SCEA has agreed to allow you to view the SDK subject to your agreement to abide by highly confidential provisions applicable to source code. The SDK can only be reviewed on a stand alone computer. Toward that end, we will offer it for your review at our office in San Francisco. Please let me know if you agree.

Also, with respect to the agreed upon protocol to be submitted by the Court, I will go ahead and draft and send over to you for review. Let me know if that's acceptable.

Thanks.  
Holly

### Holly Gaudreau

**Kilpatrick Townsend & Stockton LLP**  
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**From:** Michael Grennier [<mailto:MGrennier@intell-group.com>]  
**Sent:** Wednesday, March 16, 2011 2:03 PM  
**To:** Gaudreau, Holly; Robert Kleeger; Yasha Heidari  
**Cc:** [stewart@etrny.com](mailto:stewart@etrny.com); Boroumand Smith, Mehrnaz; Bricker, Ryan; Jack C. Praetzellis; [heidari@hplawgroup.com](mailto:heidari@hplawgroup.com); [delgado@hplawgroup.com](mailto:delgado@hplawgroup.com)  
**Subject:** Draft Protocol for TIG

Attached is a bullet list of items that we discussed today. Please feel free to provide any comments or questions.

Regards,

Mike

Michael Grennier, CFCE, EnCE

**TheIntelligenceGroup**  
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Tel: 908-901-0112 Ext. 469  
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3/16/2011

## **EXHIBIT 8**



## Gaudreau, Holly

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**From:** Gaudreau, Holly  
**Sent:** Wednesday, March 16, 2011 7:32 PM  
**To:** 'stewart@etrny.com'; 'Yasha Heidari'  
**Cc:** Bricker, Ryan  
**Subject:** RE: Draft Protocol for TIG  
**Importance:** High

Hi Stewart,

I'm following up on our conversation earlier today and the voice mail I just left. I spoke again to our client.

Further to below, SCEA will agree to allow you to install the SDK when at the stand alone computer at our office. Thus, we will hand you the SDK to insert in the stand alone computer and you will be able to review the SDK on the stand alone computer. However, we will not agree to your use of any other software that you may bring to our office to use with the SDK. I hope this is clear. If not, please give me a call.

In addition, SCEA will agree to allow TIG to run additional word searches for "SCEA" and "Sony Computer Entertainment America."

We have another idea regarding the review of nonrelevant material in the TIG procedures, which I will forward to you shortly.

Thanks.  
Holly

### Holly Gaudreau

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hgaudreau@kilpatricktownsend.com | My Profile | VCard

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**Sent:** Wednesday, March 16, 2011 2:55 PM  
**To:** 'stewart@etrny.com'; 'Yasha Heidari'  
**Cc:** Bricker, Ryan  
**Subject:** FW: Draft Protocol for TIG

Dear Stewart and Yasha,

SCEA has agreed to allow you to view the SDK subject to your agreement to abide by highly confidential provisions applicable to source code. The SDK can only be reviewed on a stand alone computer. Toward that end, we will offer it for your review at our office in San Francisco. Please let me know if you agree.

Also, with respect to the agreed upon protocol to be submitted by the Court, I will go ahead and draft and send over to you for review. Let me know if that's acceptable.

3/16/2011

## **EXHIBIT 9**

1 KILPATRICK TOWNSEND & STOCKTON LLP  
 JAMES G. GILLILAND, JR. (State Bar No. 107988)  
 2 TIMOTHY R. CAHN (State Bar No. 162136)  
 MEHRNAZ BOROUMAND SMITH (State Bar No. 197271)  
 3 HOLLY GAUDREAU (State Bar No. 209114)  
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 4 Two Embarcadero Center Eighth Floor  
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 6 Email: [jgilliland@kilpatricktownsend.com](mailto:jgilliland@kilpatricktownsend.com)  
[tcahn@kilpatricktownsend.com](mailto:tcahn@kilpatricktownsend.com)  
 7 [mboroumand@kilpatricktownsend.com](mailto:mboroumand@kilpatricktownsend.com)  
[hgaudreau@kilpatricktownsend.com](mailto:hgaudreau@kilpatricktownsend.com)  
 8 [rbricker@kilpatricktownsend.com](mailto:rbricker@kilpatricktownsend.com)

9 Attorneys for Plaintiff  
 10 SONY COMPUTER ENTERTAINMENT AMERICA LLC

11  
 12 UNITED STATES DISTRICT COURT  
 13 FOR THE NORTHERN DISTRICT OF CALIFORNIA  
 14 SAN FRANCISCO DIVISION

15 SONY COMPUTER ENTERTAINMENT  
 16 AMERICA LLC,

17 Plaintiff,

18 v.

19 GEORGE HOTZ; HECTOR MARTIN  
 20 CANTERO; SVEN PETER; and DOES  
 1 through 100,

21 Defendants.

Case No. 11-cv-00167 SI

**[PROPOSED] ORDER RE  
 PROTOCOL FOR JURISDICTIONAL  
 DISCOVERY ON IMPOUNDED  
 DEVICES**

22  
 23  
 24 On March 10, 2011, the Court ordered plaintiff Sony Computer Entertainment America  
 25 LLC ("SCEA"), Defendant George Hotz ("Hotz"), and the third party neutral, The Intelligence  
 26 Group ("TIG"), to meet and confer on a protocol for the search of the impounded devices to  
 27 determine whether: (1) they contain all or portions of the development tools for the  
 28 PlayStation 3 System ("PS3 System") and (2) the impounded devices have been used to

1 access or connect to the PlayStation Network ("PSN").

2 Following is the proposed protocol:

3 (1) TIG will forensically image the impounded devices in their encrypted state.

4 (2) Mr. Hotz shall make himself available to TIG no later than March 22, 2011 to  
5 provide TIG access to his computer and passwords for the purpose of creating un-  
6 encrypted images of the devices. Mr. Hotz shall make himself available to TIG until  
7 the process is completed.

8 (3) Counsel for SCEA shall provide the following items to TIG:

9 (a) The PS3 System Software Development Kit ("SDK")

10 (b) A list of URLs and cookies and other relevant information agreed upon by  
11 the parties which might appear on a user's computer if they accessed the  
12 "secure" area of the PlayStation Network ("PSN") that requires a valid user  
13 name and password ("PSN Secure Area").

14 (4) SCEA shall make the SDK available for review by Mr. Hotz's outside counsel for  
15 record in this action only under the following conditions:

16 (a) Mr. Hotz's outside counsel of record ("Qualified Persons") may review the  
17 SDK at SCEA counsel's office at Kilpatrick Townsend and Stockton LLP in San Francisco on  
18 a "stand alone" secure computer system (i.e. the computer system will not be linked to any  
19 network, including a local area network ("LAN"), an intranet or the Internet). Qualified  
20 Persons shall sign a Non-Disclosure Agreement before reviewing the SDK.

21 (b) No recordable media or recordable devices, other than those physically  
22 installed in a computer or cell phone, shall be permitted into the area containing the stand  
23 alone computer system, including without limitation sound recorders, peripheral equipment,  
24 cameras, CDs, DVDs, or drives of any kind. No computers, recordable media, or recordable  
25 devices may be connected to any such stand-alone secure computer system or otherwise used  
26 to copy or record the SDK from such stand-alone secure computer system. No means capable  
27 of connecting computers, recordable media, or recordable devices to the stand-alone secure  
28

1 computer system shall be permitted into the area and no computers may be used to duplicate  
2 or re-write any portions of the SDK.

3 (c) The stand alone secure computer system shall be password protected.

4 (d) Counsel for SCEA shall provide the password and the SDK to Qualified Persons,  
5 who will then be allowed to insert the SDK in the stand alone secure computer system.

6 (e) Qualified Persons may not alter, dismantle, disassemble or modify the stand  
7 alone secure computer system or the SDK in any way, or attempt to circumvent any security  
8 feature of the stand alone secure computer system or the SDK in any way.

9 (f) No copies shall be made of the SDK, whether physical, electronic, or  
10 otherwise. Qualified Persons may take notes of his thoughts and impressions during any  
11 review of the SDK. Any notes concerning the SDK shall not be used to  
12 circumvent the restrictions herein against making copies of the SDK. Persons viewing the  
13 notes shall do so in a manner consistent with restrictions on material designated as HIGHLY  
14 CONFIDENTIAL – OUTSIDE ATTORNEY’S EYES ONLY INFORMATION.

15 (5) Counsel for the parties will review and agree to search terms that TIG shall use  
16 to conduct searches in an effort to prove or disprove access to the secure PSN. These  
17 agreed upon terms will be provided to TIG no later than March 22, 2011.

18 (7) TIG shall review the URLs and cookies, and other relevant information provided  
19 by counsel for SCEA and verify that the sites are located on the secure area of the PSN.

20 (8) Counsel for the parties shall review and agree to search terms that TIG shall  
21 use to conduct searches on any SDK material found on the devices. These agreed upon  
22 terms will be provided to TIG no later than March 22, 2011.

23 (9) Once the forensic images of the un-encrypted drives has been pre-processed,  
24 TIG shall conduct the following procedures:

25 (a) TIG shall search the devices for URLs and cookies, and other  
26 information agreed upon by the parties in an attempt to prove or disprove that the computer  
27 system had accessed the PSN Secure Area.  
28

1 (b) TIG shall conduct keyword searches as agreed to by both parties in an  
2 effort to prove or disprove that the computer system had accessed the PSN Secure Area.

3 (c) TIG shall search the devices and determine if all or any portion of the  
4 SDK provided to TIG by SCEA exists on the devices.

5 (d) TIG shall search all or any portion of the SDK that is found on the  
6 devices with additional search terms agreed to by the parties.

7 (10) Once the searches and processes related PSN have been completed, TIG will  
8 provide the results of the searches to counsel for Mr. Hotz. Counsel for Mr. Hotz shall have  
9 five days to review this data to: (1) provide counsel for SCEA with a privilege log containing  
10 sufficient information so that counsel for SCEA may be able to determine if the information is  
11 privileged; and (2) provide TIG with a log identifying any material it considers not relevant to  
12 whether the devices have been used to access or connect to the PSN. If TIG disagrees with  
13 counsel for Hotz's determination that items are not relevant to whether the devices have been  
14 used to access or connect to the PSN, the disputed items shall be submitted to the Court for  
15 it to decide whether the information is relevant. Once a determination on the disputed items  
16 are made, any items that are not privileged and are relevant can be produced to SCEA.

17 (11) Once the searches and processes related to the SDK have been completed,  
18 TIG will provide the results of the searches to counsel for SCEA. Counsel for Mr. Hotz shall  
19 be provided the results of the searches after executing a Non-Disclosure Agreement. The  
20 results of the searches shall be designated as HIGHLY CONFIDENTIAL – ATTORNEYS'  
21 EYES ONLY.

22  
23  
24 **IT IS SO ORDERED.**

25  
26 DATED: \_\_\_\_\_

27 \_\_\_\_\_  
28 HON. JOSEPH C. SPERO  
UNITED STATES MAGISTRATE  
JUDGE

63213375 v1