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**UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF CALIFORNIA
OAKLAND DIVISION**

IN RE APPLE iPHONE ANTITRUST)
LITIGATION)

Case No. 4:11-cv-06714-YGR

**ORDER GRANTING STIPULATED
~~PROPOSED~~ SUPPLEMENTAL
PROTECTIVE ORDER GOVERNING
DISCOVERY FROM GLU MOBILE INC.**

) Hon. Yvonne Gonzalez Rogers
) Hon. Thomas S. Hixson

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DONALD R. CAMERON, et al.,)
)
Plaintiffs,)
)
v.)
)
APPLE INC.,)
)
Defendant.)

Case No. 4:19-cv-03074-YGR

EPIC GAMES, INC., et al.,)
)
Plaintiff, Counter-defendant,)
)
v.)
)
APPLE INC.,)
)
Defendant, Counterclaimant.)

Case No. 4:20-cv-05640-YGR

1 WHEREAS the parties to *In re Apple iPhone Antitrust Litigation* and *Cameron v. Apple Inc.*
2 agreed to a Stipulated Protective Order on January 6, 2020 (Case No. 4:11-cv-06714-YGR, Dkt. No.
3 195; Case No. 4:19-cv-03074-YGR, Dkt. No. 81);

4 WHEREAS the Court entered the Stipulated Protective Order on January 9, 2020 (Case No.
5 4:11-cv-06714-YGR, Dkt. No. 199; Case No. 4:19-cv-03074-YGR, Dkt. No. 85) (the “Protective
6 Order”);

7 WHEREAS, parties to *Epic Games, Inc. v. Apple Inc.* agreed that the terms of the Stipulated
8 Protective Order in *Cameron v. Apple Inc.* and *In re Apple iPhone Antitrust Litigation* should also
9 apply in *Epic Games, Inc. v. Apple Inc.* (Case No. 4:20-cv-05640, Dkt. No. 110) (collectively, the
10 “Litigations”), and the Court entered a stipulated protective order in *Epic Games, Inc. v. Apple Inc.*
11 on October 2, 2020 with identical terms (Case No. 4:20-cv-05640, Dkt. No. 112);

12 WHEREAS Paragraph 10(a) of the Protective Order states that “[t]he terms of this Order are
13 applicable to information produced by a Non-Party in this action” and that “[n]othing in these
14 provisions should be construed as prohibiting a Non-Party from seeking additional protections”;

15 WHEREAS Parties to the Litigations have served subpoenas on Glu Mobile Inc. (“Glu
16 Mobile”)¹;

17 WHEREAS Glu Mobile is willing to produce competitively sensitive information in
18 response to subpoenas served on it in these Litigations, subject to certain additional protections
19 beyond those set forth in the Protective Order and that the Parties to the Litigations agree to;

20 WHEREFORE, IT IS HEREBY ORDERED that documents produced by Glu Mobile in
21 connection with the Litigations shall be further subject to the following provisions (the
22 “Supplemental Protective Order”):

23 **A. GENERAL PROVISIONS**

24 1. The definitions, terms and provisions contained in the Protective Order shall be
25 incorporated herein by reference as though fully set forth herein; provided, however, that in the

26 ¹ The term “Glu Mobile” shall include any entity that responds to subpoenas served on Glu Mobile
27 Inc. (including any successor or acquiror of Glu Mobile Inc.) in the Litigations. References to
28 “competitors” within this Supplemental Protective Order shall be interpreted to mean competitors
of Glu Mobile Inc. and its parents and subsidiaries.

1 event of a conflict between any definition, term or provision of this Supplemental Protective Order
2 and any definition, term or provision of the Protective Order, this Supplemental Protective Order
3 will control with respect to such conflict.

4 2. The definitions, terms and provisions contained in this Supplemental Protective
5 Order shall apply only to those Discovery Materials produced by Glu Mobile, and nothing herein
6 shall provide any rights or protections to the Parties to the Litigations beyond those set forth in the
7 Protective Order.

8 **B. ADDITIONAL DEFINITIONS**

9 1. Business Consultant: a consultant advising on or involved in competitive decision-
10 making.

11 2. Party Expert: with respect to “GLU MOBILE HIGHLY CONFIDENTIAL –
12 OUTSIDE COUNSEL EYES ONLY”, a person with specialized knowledge or experience in a
13 matter pertinent to the Litigations who: (1) has been retained by a Party or its counsel to serve as
14 an expert witness or as a consultant in this action; (2) is not a current employee or current Business
15 Consultant of a Party, Glu Mobile, or of any Glu Mobile competitor, or otherwise currently involved
16 in competitive decision-making for a Party, Glu Mobile, or for any Glu Mobile competitor; (3) has
17 not, within the 12 months preceding the entry of this Protective Order, been an employee or Business
18 Consultant of a Party, Glu Mobile, or Glu Mobile’s competitor, or otherwise been involved in
19 competitive decision-making for a Party, Glu Mobile, or Glu Mobile’s competitor; and (4) at the
20 time of retention, is not anticipated to become an employee or Business Consultant of a Party, Glu
21 Mobile, or of any Glu Mobile competitor, or to be otherwise involved in competitive decision-
22 making for a Party or for any Glu Mobile competitor. If, while this action is pending, a Party learns
23 that any of its retained experts or consultants as defined herein is anticipating to become, or has
24 become, an employee or Business Consultant of Glu Mobile or any Glu Mobile competitor, or
25 otherwise involved in competitive decision-making for Glu Mobile or any Glu Mobile competitor,
26 the Party learning such information shall promptly disclose the information to Glu Mobile.

27 3. “GLU MOBILE HIGHLY CONFIDENTIAL – OUTSIDE COUNSEL EYES
28 ONLY” Information or Items: extremely sensitive “Confidential Information or Items” produced

1 by Glu Mobile and that contain algorithms and source code; non-public, commercially sensitive
2 customer lists or communications; non-public financial, marketing, or strategic business planning
3 information; current or future non-public information regarding prices, costs, margins, or other
4 financial metrics; information relating to research, development, testing of, or plans for existing or
5 proposed future products; non-public information concerning Glu Mobile’s data protection practices
6 and security protocols; evaluation of the strengths and vulnerabilities of Glu Mobile’s product
7 offerings, including non-public pricing and cost information; confidential contractual terms,
8 proposed contractual terms, or negotiating positions (including internal deliberations about
9 negotiating positions) taken with respect to Glu Mobile or competitors to Glu Mobile; information
10 relating to pending or abandoned patent applications that have not been made available to the public;
11 confidential submissions to governmental entities describing Glu Mobile’s legal positions or
12 theories; personnel files; sensitive personally identifiable information; and communications that
13 disclose any such information, disclosure of which to a Party or another Non-Party would create a
14 substantial risk of serious harm that could not be avoided by less restrictive means.

15 **C. ADDITIONAL PROTECTIONS FOR ACCESS TO AND USE OF GLU MOBILE**
16 **PROTECTED MATERIALS**

17 1. Manner of Designating “GLU MOBILE HIGHLY CONFIDENTIAL – OUTSIDE
18 COUNSEL EYES ONLY” Information or Items. Designation in conformity with this Supplemental
19 Protective Order requires:

20 a. for information in documentary form (e.g., paper or electronic documents,
21 but excluding transcripts of depositions or other pretrial or trial proceedings), that Glu Mobile affix
22 the legend “GLU MOBILE HIGHLY CONFIDENTIAL – OUTSIDE COUNSEL EYES ONLY”
23 to each page of any document for which Glu Mobile seeks protection under this Supplemental
24 Protective Order. If only a portion or portions of the material on a page qualifies for protection, Glu
25 Mobile also must clearly identify the protected portion(s) (e.g., by making appropriate markings in
26 the margins).

27 If Glu Mobile makes original documents or materials available for inspection, it need
28 not designate them for protection until after the inspecting Party has indicated which material it

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