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MAR - 1 2007
CLERK, U.S. DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA
SOUTHERN DIVISION AT SANTA ANA
DEPUTY

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Attorneys for Plaintiffs
EHOSTAR SATELLITE CORPORATION, et al.

"BY FAX"

IN THE UNITED STATES DISTRICT COURT
FOR THE CENTRAL DISTRICT OF CALIFORNIA
SOUTHERN DIVISION

21 EHOSTAR SATELLITE CORP., et al.,
22 Plaintiffs and
23 Counterclaim
24 Defendants,
25 v.
26 NDS GROUP PLC, et al.,
27 Defendants and
28 Counterclaim
Plaintiffs.

Case No. SA CV 03-950 DOC(JTL)
JOINT STIPULATION
BETWEEN PLAINTIFFS AND
DEFENDANTS RESOLVING
CERTAIN DISCOVERY
DISPUTES; ORDER

DOCKETED ON CM
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BY [Signature] 024

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1 At the Court's direction, counsel for Plaintiffs EchoStar Satellite
2 Corporation, EchoStar Communications Corporation, EchoStar Technologies
3 Corporation and NagraStar L.L.C. ("EchoStar") and counsel for Defendants NDS
4 Group PLC and NDS Americas, Inc. ("NDS") conducted an "in-person" meet and
5 confer session at the courthouse on February 23, 2007 in order to resolve a number
6 of outstanding discovery disputes. This stipulation memorializes the agreements
7 reached between the parties as a result of those discussions. This stipulation is
8 intended to resolve all discovery disputes pertaining to the following: EchoStar's
9 Responses to NDS's First and Third Set of Interrogatories; EchoStar's Responses to
10 NDS's First, Second, Third and Fourth Set of Document Requests; NDS's
11 Responses to EchoStar's First Set of Interrogatories; NDS's Responses to
12 EchoStar's First, Second, Third and Fourth Set of Document Requests; Responses
13 of Chris Tarnovsky, George Tarnovsky, John Norris, and Reuven Hasak to
14 EchoStar's Document Subpoenas.

15 THEREFORE, IT IS HEREBY STIPULATED, BY AND BETWEEN THE
16 PARTIES HERETO, AS FOLLOWS:

17 **I. Mutual Agreement Regarding Document Productions**

18 1. The parties agree to complete production of documents each side has
19 already agreed to produce by March 23, 2007. The parties further agree that
20 documents should be produced on a "rolling" basis, *i.e.*, to the extent possible, each
21 party agrees to produce responsive documents before the March 23 deadline.

22 2. If a party subsequently discovers or identifies additionally responsive
23 documents, it will immediately notify the other party in writing and produce said
24 documents as soon as practicable thereafter.

25 3. To the extent a party is aware of specific categories of documents that
26 cannot be produced by the March 23 deadline, it shall notify the other party in
27 writing, identifying the categories of documents not yet produced (*i.e.*, by reference
28

1 to corresponding document request numbers) and the date by which the party
2 reasonably anticipates producing said documents.

3 4. In addition, the parties agree to exchange initial document privilege
4 logs by the same date (March 23, 2007).

5 **II. EchoStar's Agreements to Supplement NDS's Discovery Requests**

6 1. EchoStar agrees to supplement its responses to NDS's Interrogatory
7 Nos. 1-5 & 7 by April 3, 2007, removing the names of those individuals not
8 reasonably likely to possess knowledge of the relevant allegations. EchoStar agrees
9 to further supplement its responses to these interrogatories, if necessary, within ten
10 (10) days of its completion of the depositions of David Mordinson and Zvi Shkedy.

11 2. EchoStar agrees to produce non-privileged documents responsive to
12 NDS's Requests for Production Nos. 42-43, 47, 49-51, 88-92, 94, 95, 96, 97, 98,
13 99, 100-124, 127-130, 133-135, as modified by the parties' agreements.

14 3. NDS agrees to provide EchoStar with a letter explaining why the
15 documents sought pursuant to NDS's Requests for Production Nos. 125-126 and
16 131-132 are relevant or likely to lead to the discovery of admissible evidence. As
17 such, the parties have agreed to further meet and confer about these requests and,
18 by doing so, NDS does not waive its right to move to compel production at a later
19 date, if necessary.

20 **III. NDS's Agreement to Supplement EchoStar's Discovery Requests**

21 1. NDS agrees to supplement its responses to EchoStar's Interrogatory
22 Nos. 5-7, 9, 10 and 12, as modified by the parties' agreements.

23 2. NDS agrees to produce non-privileged documents responsive to
24 EchoStar's Request for Production Nos. 8-9, 16-22, 26, 28-30, 33 and 83-84, as
25 modified by the parties' agreements.

26 3. NDS agrees to produce documents responsive to the document
27 subpoenas served on it for Messrs. C. Tarnovsky, G. Tarnovsky, J. Norris and R.
28 Hasak, as modified by the parties' agreements.

1 **IV. Depositions**

2 1. NDS agrees to produce the following witnesses for deposition on the
3 dates and at the locations indicated:

4	<u>Name</u>	<u>Date</u>	<u>Location</u>
5	Christopher Tarnovsky	April 3, 2007	Newport Beach, CA
6	John Norris	April 5, 2007	Newport Beach, CA
7	G. Tarnovsky	April 25, 2007	New York City, NY
8	R. Hasak	April 27, 2007	New York City, NY

9
10 2. EchoStar agrees to produce the following witness for deposition on the
11 date and at the location indicated:

12	<u>Name</u>	<u>Date</u>	<u>Location</u>
13	NagraStar 30(b)(6)	April 18, 2007	Denver, CO

14
15 3. The dates and/or locations of the above-referenced depositions may
16 only be changed by mutual agreement of the parties.

17 4. The parties agree to further meet and confer in good faith to agree
18 upon dates for other depositions the parties have noticed or intend to notice,
19 including depositions of those witnesses located in Canada.
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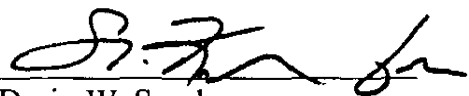
1 **V. Conclusion**

2 1. Undersigned counsel for the parties hereby agree to abide by the terms
3 of this Stipulation as detailed above.

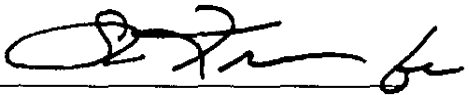
4 So Stipulated:

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6 Dated: February 28, 2007

DARIN W. SNYDER
O'MELVENY & MYERS LLP

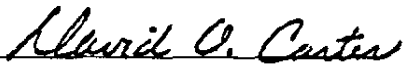
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9 By: 
10 Darin W. Snyder
11 Attorneys for Defendants
12 NDS GROUP PLC and NDS
13 AMERICAS, INC.

14 CHAD M. HAGAN
15 T. WADE WELCH AND ASSOCIATES

16
17 By: 
18 Chad M. Hagan
19 Attorneys for Plaintiffs EHOSTAR
20 SATELLITE CORPORATION,
21 EHOSTAR COMMUNICATIONS
22 CORPORATION, EHOSTAR
23 TECHNOLOGIES CORPORATION,
24 AND NAGRASTAR L.L.C.

23 So Ordered:

24
25 Dated: 3/1/07


26 The Honorable David O. Carter
27 United States District Court Judge.

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PROOF OF SERVICE

I, Michael O'Donnell, declare:

I am a citizen of the United States and employed in San Francisco, California, at the office of a member of the bar of this Court at whose direction this service was made. I am over the age of eighteen years and not a party to the within action. My business address is 275 Battery Street, Suite 2600, San Francisco, California 94111. On February 28, 2007, I served the following documents:

• **JOINT STIPULATION BETWEEN THE PLAINTIFFS AND DEFENDANTS RESOLVING CERTAIN DISCOVERY DISPUTES**

- by placing the above document(s) in a sealed envelope with postage thereon fully prepaid, in the **United States mail** at San Francisco, California, addressed to the persons set forth in the Service List below. I am readily familiar with this firm's practice of collecting and processing correspondence for mailing. Under that practice it would be deposited with the U.S. Postal Service on that same day with postage thereon fully prepaid in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if the postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.
- by putting a true and correct copy thereof, together with an unsigned copy of this declaration, in a sealed envelope designated by the carrier, with delivery fees paid or provided for, for delivery the next business day to the persons set forth in the Service List below, and placing the envelope for collection today by the overnight courier in accordance with the firm's ordinary business practices. I am readily familiar with this firm's practice for collection and processing of overnight courier correspondence. In the ordinary course of business, such correspondence collected from me would be processed on the same day, with fees thereon fully prepaid, and deposited that day in a box or other facility regularly maintained by **Federal Express**, which is an express carrier.
- by transmitting via facsimile machine the above document(s) to the fax number(s) set forth in the Service List below. The outgoing facsimile machine telephone number in this office is (415) 984-8701.
- by personally causing the above document(s) to be hand-delivered to the persons set forth in the Service List below.
- by sending courtesy copies of the above document(s) in PDF format to the following e-mail addresses: EchoStar-Service@twwlaw.com, EchoStar-Service@ssd.com, and NDS-Service@yarmuth.com.

SEE ATTACHED SERVICE LIST

1 I declare under penalty of perjury under the laws of the United States that the
2 above is true and correct.

3 Executed February 28, 2007, at San Francisco, California.

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5 _____
6 Michael O'Donnell
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