

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE**

IN RE INTEL CORPORATION MICROPROCESSOR ANTITRUST LITIGATION)	MDL No. 1717-JJF
)	
ADVANCED MICRO DEVICES, INC., a Delaware corporation, and AMD INTERNATIONAL SALES & SERVICE, LTD., a Delaware corporation,)	
Plaintiffs,)	
v.)	C.A. No. 05-441-JJF
INTEL CORPORATION, a Delaware corporation, and INTEL KABUSHIKI KAISHA, a Japanese corporation,)	
Defendants.)	
PHIL PAUL, on behalf of himself and all others similarly situated,)	C.A. No. 05-485-JJF
Plaintiffs,)	CONSOLIDATED ACTION
v.)	DM 25
INTEL CORPORATION,)	
Defendants.)	

STIPULATION AND ORDER

WHEREAS on January 16, 2009, Plaintiff Advanced Micro Devices (“AMD”) submitted a letter brief (hereinafter “Plaintiff’s Motion to Compel”) requesting that the Court direct nonparty witnesses Fujitsu Limited, Fujitsu Computer Systems Corporation and Fujitsu America, Inc. (collectively “Fujitsu”) to make available for in camera review certain documents

withheld from production under the October 8, 2007 production agreement between AMD and Fujitsu;

WHEREAS, Plaintiff's Motion to Compel further requested that the Special Master, following such in camera review, order Fujitsu to immediately produce any withheld documents deemed relevant by the Special Master; and,

WHEREAS, Fujitsu and AMD have now reached an agreement with respect to Plaintiff's Motion to Compel,

AMD and Fujitsu hereby stipulate as follows, subject to approval of the Court:

1. At the parties' joint request, Plaintiff's Motion to Compel is taken off the Special Master's calendar, and the hearing date, scheduled for January 27, 2009, is vacated.
2. Instead of submitting an opposition letter brief, Fujitsu will provide to the Special Master, for his in camera review, the non-privileged custodian documents that it withheld from production.
3. Fujitsu will submit these documents to the Special Master no later than February 13, 2009.
4. The Special Master may, at his discretion, select a sample of these documents for translation and review and notify Fujitsu's counsel of the control numbers of these selected documents.
5. AMD will designate a translator for the selected documents and be responsible for all costs of such translator. Fujitsu will be provided with copies of the translations solely to confirm the accuracy of such translations. Neither AMD nor AMD's counsel, however, will be

