

1 Steven A. Marenberg (101033) (smarenberg@irell.com)  
 Elliot Brown (150802) (ebrown@irell.com)  
 2 Brian Ledahl (186579) (bledahl@irell.com)  
 Benjamin Glatstein (242034) (bglatstein@irell.com)  
 3 IRELL & MANELLA LLP  
 1800 Avenue of the Stars, Suite 900  
 4 Los Angeles, California 90067-4276  
 Telephone: (310) 277-1010  
 5 Facsimile: (310) 203-7199

6 Attorneys for Plaintiffs  
 UMG Recordings, Inc.;  
 7 Universal Music Corp.;  
 Songs of Universal, Inc.;  
 8 Universal-Polygram International Publishing, Inc.;  
 Rondor Music International, Inc.;  
 9 Universal Music – MGB NA LLC;  
 Universal Music – Z Tunes LLC;  
 10 and Universal Music – MGB Music Publishing Ltd.

11 ADDITIONAL COUNSEL LISTED ON  
 12 SIGNATURE PAGE

13 UNITED STATES DISTRICT COURT  
 14 CENTRAL DISTRICT OF CALIFORNIA  
 15 WESTERN DIVISION

<p>17 UMG RECORDINGS, INC., <i>et al.</i>,          18 Plaintiffs,          19 v.          20 VEOH NETWORKS, INC., a California          corporation, DOES 1-10, inclusive,          21 Defendants.          22          23</p>	<p>) Case No. CV 07-05744 AHM (AJWx)          )          ) <b>STIPULATION FOR INTERIM</b>          ) <b>PROTECTIVE ORDER</b>          )          ) Judge: Hon. Andrew J. Wistrich          ) Ctrm: 690</p>
---	--

1           **WHEREAS**, plaintiffs (collectively "UMG") and defendant Veoh Networks,  
2 Inc. ("Veoh") agree that a protective order should be entered in this matter to govern  
3 the disclosure of confidential, proprietary, trade secret, or private information;

4           **WHEREAS**, the parties agree on most provisions of a protective order for  
5 this action and will present a motion to the Court for decision (to be calendared for  
6 hearing on June 16, 2008) regarding resolution of their dispute which deals with the  
7 disclosure of protected material to experts or consultants working with the parties;

8           **WHEREAS**, the parties wish to enter into an interim protective order to  
9 facilitate more prompt discovery pending the resolution of the motion presented to  
10 the Court and without prejudice to their respective positions in connection with that  
11 motion; and

12           **WHEREAS**, to avoid prejudice to their respective positions about the dispute  
13 presented to the Court, the parties agree not to disclose any materials they receive  
14 pursuant to the terms of the interim protective order to any expert or consultant until  
15 such time as the Court has ruled on the motion regarding that issue.

16           **NOW THEREFORE**, the parties hereto, by and through their respective  
17 counsel stipulate as follows:

18           1.     The Court may enter the **STIPULATED INTERIM PROTECTIVE**  
19 **ORDER** set forth below;

20           2.     Entry of the **STIPULATED INTERIM PROTECTIVE ORDER** shall  
21 be without prejudice to either parties' positions regarding the pending motion for  
22 entry of protective order.

23           3.     Neither party shall disclose any material it receives in discovery which  
24 is designated under the **STIPULATED INTERIM PROTECTIVE ORDER** to any  
25 Independent Expert or Consultant (as those terms are used in paragraph 9 of the  
26 **STIPULATED INTERIM PROTECTIVE ORDER**) during the pendency of the  
27 motion for entry of protective order presented to the Court;

28

1           4.       After the Court's ruling on the motion for entry of protective order, any  
2 materials designated under the STIPULATED INTERIM PROTECTIVE ORDER  
3 will be governed by the terms of such protective order as the Court may enter in  
4 ruling on the motion.

5  
6                                   **STIPULATED INTERIM PROTECTIVE ORDER**

7           Plaintiffs UMG Recordings, Inc., Universal Music Corp., Songs of Universal,  
8 Inc., Universal-Polygram International Publishing, Inc., Rondor Music International,  
9 Inc., Universal Music – MGB NA LLC, Universal Music – Z Tunes LLC, and  
10 Universal Music – MGB Music Publishing Ltd. (collectively, "UMG"), and  
11 Defendant Veoh Networks, Inc. ("Veoh") (collectively, the "Parties," and each  
12 individually, a "Party") recognize that the Parties and third parties may be required,  
13 pursuant to discovery, to disclose confidential, proprietary, trade secret, or private  
14 information in *Universal Music Group v. Veoh Networks, Inc.*, CV 07-05744 AHM  
15 AJWx ("the Action" or the "Litigation"). To protect against the improper use or  
16 disclosure of such information, the Parties agree that good cause exists for the entry  
17 of this Protective Order pursuant to Rule 26(c), in the above-captioned Action as  
18 evidenced by the signatures of their respective counsel, and accordingly stipulate as  
19 follows:

20                                   **IT IS HEREBY ORDERED BY STIPULATION OF THE PARTIES**

21 **THAT:**

22           1.       This Protective Order shall govern all Discovery Materials produced or  
23 disclosed in the Litigation by any Party, or by any non-party, or their respective  
24 counsel, retained experts, directors, officers, employees, or agents (referred to herein  
25 collectively as "Representatives") (the "Producing Party") to any other Party or its  
26 Representatives (the "Receiving Party"). The term "Discovery Materials" shall  
27 mean and include Documents (as defined below); answers to interrogatories;  
28 responses to requests for admissions; depositions; expert reports; briefs,

1 memoranda, or writings filed with or otherwise supplied to the Court; and such other  
2 materials and information as may be produced or disclosed during the course of  
3 discovery in the Litigation. The term "Documents" shall mean every means of  
4 recording any form of communication or representation upon any tangible thing,  
5 including letters, words, pictures, sounds, or symbols, or combinations thereof,  
6 whether recorded by handwriting, printing, photostatic, or photographic means,  
7 magnetic impulse, tape, computer disk, CD-ROM or any other form of data storage,  
8 data compilation, or mechanical or electronic recording, and all other tangible  
9 things, including writings, drawings, graphs, charts, photographs, sound recordings,  
10 images, and other data or data compilations stored in any medium from which  
11 information can be obtained, which come within the meaning of "writing" contained  
12 in Rule 1001 of the Federal Rules of Evidence, or within the meaning of  
13 "document" or "tangible thing" contained in Rule 34 of the Federal Rules of Civil  
14 Procedure.

15       2. The term "CONFIDENTIAL INFORMATION" shall mean and include  
16 non-public confidential information of or in the possession of the Producing Party as  
17 to which the Producing Party considers in good faith to contain Trade Secrets (as  
18 that term is defined in California Civil Code § 3426.1)<sup>1</sup> or confidential business,  
19 financial, or technical information that may be protected from public disclosure  
20 under the Federal Rules of Civil Procedure or California law, including without  
21 limitation non-public financial information regarding the party's goods, services and  
22 businesses and potential businesses, including cost information, and profit and loss  
23 information; non-public financial projections and forecasts; internal P&L statements  
24 and other non-public financial and economic information including financial

25       <sup>1</sup> "Trade Secrets" accordingly means "information, including a formula,  
26 pattern, compilation, program, device, method, technique, or process, that: (1)  
27 Derives independent economic value, actual or potential, from not being generally  
28 known to the public or to other persons who can obtain economic value from its  
disclosure or use; and (2) Is the subject of efforts that are reasonable under the  
circumstances to maintain its secrecy." Cal. Civ. Code § 3426.1.

1 analyses, budgets, sales projections and forecasts; non-public information regarding  
2 business development, marketing and sales plans; non-public surveys; non-public  
3 technical information including non-public engineering, manufacturing and  
4 commercial information and know-how; non-public competitive analyses; customer  
5 and member information; confidential agreements with third parties; confidential  
6 communications with third parties; information received from third parties under  
7 conditions of confidentiality, for example, pursuant to non-disclosure agreements or  
8 confidentiality provisions; source code, proprietary databases and other proprietary  
9 electronically stored information.

10       3.     The term "ATTORNEYS' EYES ONLY INFORMATION" shall mean  
11 the subset of CONFIDENTIAL INFORMATION that contains information of an  
12 extremely sensitive nature as to which the Producing Party has a good faith belief  
13 that disclosure to a Receiving Party, even pursuant to the restrictions of this  
14 Protective Order governing CONFIDENTIAL INFORMATION, could pose a  
15 significant risk of competitive harm. The Parties agree that ATTORNEYS' EYES  
16 ONLY information should be produced on more restrictive terms than other  
17 CONFIDENTIAL INFORMATION to reduce the risk of competitive harm.

18       4.     Recognizing that the ordinary ATTORNEYS' EYES ONLY category  
19 should generally protect parties and non-parties against the risk of having even  
20 sensitive information exposed to business personnel, the Parties agree that some  
21 information is so sensitive that greater protection is warranted. Therefore, the  
22 Parties agree that such highly sensitive information may be designated as  
23 "OUTSIDE COUNSEL EYES ONLY," where they reasonably and in good faith  
24 believe that providing such information to the limited House Counsel (as defined in  
25 Paragraphs 6 and 7) under the Protective Order represents an unreasonable risk of  
26 intentional or inadvertent disclosure, including without limitation:

27  
28

- 1 (a) Proprietary and confidential business plans that the other parties  
2 could utilize to their competitive advantage if they were provided  
3 access to them;
- 4 (b) Proprietary and confidential financial information that the other  
5 parties could utilize to their competitive advantage if they were  
6 provided access to them; and
- 7 (c) Other types of proprietary and confidential trade secrets such as  
8 lists of customers not publicly known, technical information, cost  
9 information, and individual pricing information not either  
10 publicly available or available upon the request of a customer  
11 that competitors could utilize to their competitive advantage.

12 5. Any Discovery Materials filed with the Court or produced or provided  
13 by any Party or non-party in the course of discovery or other proceedings in this  
14 action may be designated by such Party or non-party as CONFIDENTIAL  
15 INFORMATION, ATTORNEYS' EYES ONLY INFORMATION, or OUTSIDE  
16 COUNSEL EYES ONLY, so long as a good faith and reasonable basis exists for  
17 such a designation.

18 6. The term "Counsel" shall mean counsel of record in the Litigation and  
19 in-house counsel for the companies who are attorneys actively involved in the  
20 management and supervision of litigation for their employers ("House Counsel")  
21 (subject to the limitations set forth in paragraph 7), and the supporting personnel  
22 employed by the attorneys, such as paralegals, translators, secretaries, clerks,  
23 shorthand reporters and document copiers.

24 7. (a) Each party hereby designates the following individuals as their  
25 "House Counsel" unless adjusted pursuant to the terms of this Paragraph:

26 For UMG:

27 (1) Michael Ostroff, (2) Harvey Geller, and (3) Darren Schmidt.  
28

1 For Veoh:

2 (1) Joshua Metzger, (2) Reserved, and (3) Reserved.

3 (b) Unless otherwise ordered by the Court or agreed in writing by the  
4 parties, a Party that seeks to designate new House Counsel (“Designating Party”),  
5 must first serve a written request on the other Party (1) that sets forth the full name,  
6 current employer(s) and job title(s) of the proposed new House Counsel, and (2) that  
7 identifies which of the previously-designated House Counsel will be relieved of  
8 authority to review Attorneys’ Eyes Only Discovery Materials.

9 (c) A Designating Party that serves a request in accordance with the  
10 preceding subparagraph may disclose confidential Discovery Materials to the  
11 proposed new House Counsel unless, within seven court days of serving the  
12 request, the other party serves the Designating Party with a written objection  
13 to the proposed new House Counsel. Any such objection must set forth with  
14 particularity the ground(s) on which it is based. The Parties must then  
15 promptly meet and confer to try to resolve their disagreement. If no  
16 agreement is reached, the Parties shall contact the Court to determine whether  
17 it is the Court's preference to resolve the dispute by (1) teleconference, (2)  
18 letter briefs, or (3) joint stipulation in accordance with the Local Rule  
19 governing discovery disputes.

20 8. A party or non-party disclosing information or producing documents  
21 that are not to be accessed by any House Counsel shall designate such information  
22 or documents as OUTSIDE COUNSEL EYES ONLY.

23 9. An "Independent Expert or Consultant" is any person or organization  
24 with whom counsel or a party may deem it necessary to consult concerning  
25 technical, financial or other aspects of this case for the preparation or trial thereof.  
26 For the purposes of this Order, an Independent Expert or Consultant shall be  
27 restricted to a person who is retained or employed as a bona fide consultant or  
28 expert for purposes of this litigation, whether full or part time, by or at the direction

1 of counsel for a party, and is not a past or a current employee of any party or of a  
2 competitor of any party to this action, and who, at the time of retention, is not  
3 anticipated to become an employee of a Party or a competitor of a Party's. No  
4 Independent Expert or Consultant may be shown any CONFIDENTIAL  
5 INFORMATION, including ATTORNEYS' EYES ONLY INFORMATION or  
6 OUTSIDE COUNSEL EYES ONLY INFORMATION, until such person or  
7 organization reads this Protective Order and agrees to be bound by its terms by  
8 signing the Non-Disclosure Agreement attached hereto as Exhibit A. The Party who  
9 has retained such an Independent Expert or Consultant shall keep the original Non-  
10 Disclosure Agreement signed by the Independent Expert or Consultant and, if  
11 requested, make it available for inspection or copying by the Producing Party at the  
12 conclusion of the litigation and all appeals, unless the Independent Expert or  
13 Consultant has already been designated as a testifying expert, in which case it may  
14 be requested by the Producing Party after such designation.

15 10. Except as provided for below in Paragraphs 11, 12 or 13, any  
16 Discovery Materials containing or including any CONFIDENTIAL  
17 INFORMATION shall be designated as such by the Producing Party by stamping or  
18 labeling it with, or otherwise affixing thereto, the following legend on every page of  
19 the Document:

20 **CONFIDENTIAL**

21 11. Except as provided for in Paragraphs 12 or 13 below, any Discovery  
22 Materials containing or including any ATTORNEYS' EYES ONLY  
23 INFORMATION shall be designated as such by the Producing Party by stamping or  
24 labeling it with, or otherwise affixing thereto, the following legend on every page of  
25 the Document:

26 **CONFIDENTIAL - ATTORNEYS' EYES ONLY**

27 12. Except as provided for in Paragraph 13 below, any Discovery Materials  
28 containing or including any OUTSIDE COUNSEL EYES ONLY INFORMATION



1 shall be designated as such by the Producing Party by stamping or labeling it with,  
2 or otherwise affixing thereto, the following legend on every page of the Document:

3 **CONFIDENTIAL – OUTSIDE COUNSEL EYES ONLY**

4 13. All CONFIDENTIAL INFORMATION, including ATTORNEYS'  
5 EYES ONLY INFORMATION and OUSIDE COUNSEL EYES ONLY  
6 INFORMATION, not reduced to documentary or tangible form or which cannot be  
7 conveniently designated in the manner set forth in Paragraphs 9, 10, and 11 above  
8 shall be designated by the Producing Party by informing the Receiving Party in  
9 writing of the appropriate designation.

10 14. If a Producing Party discloses Discovery Materials which, during the  
11 pendency of this litigation, it later determines were not, but should have been,  
12 designated CONFIDENTIAL INFORMATION, ATTORNEYS' EYES ONLY  
13 INFORMATION, or OUTSIDE COUNSEL EYES ONLY, the Producing Party may  
14 so designate such Discovery Material by serving a written notice upon the Receiving  
15 Party within ten (10) Court days of learning of the incorrect designation, along with  
16 a copy of such Discovery Materials marked with the appropriate designation. The  
17 Receiving Party shall then take reasonable steps to destroy or return to the  
18 Producing Party all unmarked copies of such Discovery Materials within ten (10)  
19 Court days and certify in writing that it has done so. The Receiving Party is relieved  
20 of liability for any good faith reliance on the previous designation.

21 15. If a Receiving Party wishes to challenge a Producing Party's  
22 designation of Discovery Materials as CONFIDENTIAL INFORMATION,  
23 ATTORNEYS' EYES ONLY INFORMATION, or OUTSIDE COUNSEL EYES  
24 ONLY, the Receiving Party may, at any time, notify the Producing Party in writing  
25 that it requests a redesignation or release of confidentiality, stating the basis for its  
26 request. Within ten (10) Court days of such a written request, the Producing Party  
27 shall either (1) grant in writing the request; or (2) communicate in writing its refusal  
28 to do so, stating the basis for its refusal. If the Producing Party fails to communicate

1 in writing its refusal to release confidentiality within ten (10) Court days, the  
2 Producing Party shall be deemed to have refused and the parties shall meet and  
3 confer and attempt to resolve the matter without Court intervention. Similarly, if a  
4 refusal is made or deemed made, the parties shall make a good faith effort to resolve  
5 the matter without Court intervention. If a refusal is made and not resolved by the  
6 parties, the Receiving Party shall file, within ten (10) Court days of such written  
7 request for release, a motion with the Court in support of its request for  
8 redesignation or release of confidentiality in which the Receiving Party shall bear  
9 first the burden of showing its need for additional disclosure. If the Receiving Party  
10 meets this burden, the burden shifts so that the Producing Party shall bear the burden  
11 of showing the appropriateness of the confidentiality designation. If the Receiving  
12 Party fails to file a motion in the prescribed time, the Receiving Party shall be  
13 deemed to have withdrawn its objection. Discovery Materials designated  
14 CONFIDENTIAL INFORMATION, ATTORNEYS' EYES ONLY  
15 INFORMATION, or OUTSIDE COUNSEL EYES ONLY INFORMATION shall  
16 be given the CONFIDENTIAL INFORMATION, ATTORNEYS' EYES ONLY  
17 INFORMATION, or OUTSIDE COUNSEL EYES ONLY INFORMATION  
18 treatment provided for in this Protective Order until the parties resolve the matter,  
19 the refusal to release confidentiality is withdrawn, or the Court orders re-designation  
20 of the Discovery Materials.

21       16. In the event the Producing Party elects to produce CONFIDENTIAL  
22 INFORMATION, including ATTORNEYS' EYES ONLY INFORMATION or  
23 OUTSIDE COUNSEL EYES ONLY INFORMATION, for inspection by the  
24 Receiving Party before copying, no marking need be made by the Producing Party  
25 in advance of the inspection, but the Producing Party shall inform the Receiving  
26 Party of the intended designation of the Discovery Materials to be inspected. The  
27 Receiving Party shall treat all such CONFIDENTIAL MATERIAL, including  
28 ATTORNEYS' EYES ONLY INFORMATION and OUTSIDE COUNSEL EYES

1 ONLY INFORMATION, inspected, during the inspection and thereafter, pursuant  
2 to this Protective Order. Should Documents be copied by or for the Receiving  
3 Party, the Producing Party shall mark the copies of such Documents as may contain  
4 protected subject matter with the appropriate confidentiality marking at the time the  
5 copies are produced to the Receiving Party.

6 17. Whenever a deposition taken on behalf of any party involves the  
7 reference to or disclosure of CONFIDENTIAL INFORMATION, ATTORNEYS'  
8 EYES ONLY INFORMATION, or OUTSIDE COUNSEL EYES ONLY  
9 INFORMATION:

10 (a) said deposition or portions thereof (including exhibits) that  
11 contains CONFIDENTIAL INFORMATION, ATTORNEYS'  
12 EYES ONLY INFORMATION, or OUTSIDE COUNSEL EYES  
13 ONLY INFORMATION shall be so designated by a statement to  
14 such effect on the record in the course of the deposition.  
15 Alternatively, within twenty (20) Court days after receiving the  
16 transcript containing CONFIDENTIAL INFORMATION,  
17 ATTORNEYS' EYES ONLY INFORMATION, or OUTSIDE  
18 COUNSEL EYES ONLY INFORMATION the party whose  
19 CONFIDENTIAL INFORMATION, ATTORNEYS' EYES  
20 ONLY INFORMATION, or OUTSIDE COUNSEL EYES  
21 ONLY INFORMATION has been disclosed may designate pages  
22 of the transcript as confidential by listing the pages of the  
23 transcript containing CONFIDENTIAL INFORMATION,  
24 ATTORNEYS' EYES ONLY INFORMATION, or OUTSIDE  
25 COUNSEL EYES ONLY INFORMATION and serving copies  
26 of the list to counsel for all parties so that it may be affixed to the  
27 face of the transcript and each copy thereof. Pending such  
28 designation by counsel, the entire deposition transcript, including

1 exhibits, shall be deemed ATTORNEYS' EYES ONLY  
2 INFORMATION or, if Discovery Materials designated as  
3 OUTSIDE COUNSEL EYES ONLY INFORMATION are used  
4 during that deposition, as OUTSIDE COUNSEL EYES ONLY.  
5 If no designation is made within the prescribed time, the  
6 transcript shall be considered not to contain CONFIDENTIAL  
7 INFORMATION, ATTORNEYS' EYES ONLY  
8 INFORMATION, or OUTSIDE COUNSEL EYES ONLY  
9 INFORMATION other than those portions designated on the  
10 record during the deposition, if any; and

11 (b) either party shall have the right to exclude from attendance at  
12 said deposition, during such time as the CONFIDENTIAL  
13 INFORMATION, including ATTORNEYS' EYES ONLY  
14 INFORMATION or OUTSIDE COUNSEL EYES ONLY  
15 INFORMATION, is to be referenced or disclosed, every  
16 individual excluding the deponent and his attorney, the court  
17 reporter, videographer and those individuals authorized under  
18 this Protective Order to receive the CONFIDENTIAL  
19 INFORMATION, including ATTORNEYS' EYES ONLY  
20 INFORMATION or OUTSIDE COUNSEL EYES ONLY  
21 INFORMATION.

22 18. All Discovery Materials designated as CONFIDENTIAL  
23 INFORMATION, ATTORNEYS' EYES ONLY INFORMATION, or OUTSIDE  
24 COUNSEL EYES ONLY INFORMATION shall be treated as confidential by the  
25 Receiving Party and shall not be used by the Receiving Party for any purpose other  
26 than in connection with this Action unless and until such designation is removed by  
27 agreement of Counsel or by Order of the Court.

28

1           19. Except as provided herein, all Discovery Materials designated as  
2 ATTORNEYS' EYES ONLY shall not be disclosed by the Receiving Party to  
3 anyone other than: (i) Counsel, (ii) Independent Experts or Consultants; and (iii) the  
4 Court, pursuant to the terms of this Protective Order.

5           20. Except as provided herein, all Discovery Materials designated as  
6 CONFIDENTIAL INFORMATION but not as ATTORNEYS' EYES ONLY  
7 INFORMATION shall not be disclosed by the Receiving Party to anyone other than:  
8 (i) Counsel, (ii) Independent Experts or Consultants, (iii) any officer, director or  
9 employee of UMG and/or Veoh, to the extent deemed necessary by counsel for  
10 purposes only in connection with this litigation; and (iv) the Court, pursuant to the  
11 terms of this Protective Order.

12           21. Unless as otherwise ordered by the Court, information and documents  
13 designated as OUTSIDE COUNSEL EYES ONLY shall not be disclosed to any  
14 person other than:

15                   (a) the attorneys of record for the Parties (but not including in-house  
16 counsel for the Parties or any attorney who is an officer, director,  
17 shareholder, or employee of any Party or its corporate affiliates)  
18 and their partners, shareholders, associates, document clerks and  
19 paralegals who are assigned to and necessary to assist such  
20 attorneys. For the purpose of this subparagraph, "affiliate" shall  
21 mean any corporate parent or subsidiary of any Party, or any  
22 other entity that is under common control with any Party or  
23 corporate parent or subsidiary of any Party, or any of their  
24 successors or predecessors in interest;

25                   (b) secretaries, stenographers and other office or clerical personnel  
26 employed by said attorneys and who assist them with respect to  
27 litigation;  
28

- 1 (c) the authors, senders, addressees and designated copy recipients  
2 of any document or thing which has been designated as  
3 OUTSIDE COUNSEL EYES ONLY information;
- 4 (d) such other persons as may be consented to by the Party  
5 designating such information as OUTSIDE COUNSEL EYES  
6 ONLY information;
- 7 (e) outside litigation support vendors, including commercial  
8 photocopying vendors, scanning services vendors, coders and  
9 keyboard operators;
- 10 (f) “independent experts or consultants” as defined and provided for  
11 in paragraph 9; and
- 12 (g) professional court reporters engaged to transcribe deposition  
13 testimony, professional videographers engaged to videotape  
14 deposition testimony and translators.

15 22. In addition to the authorized persons listed in Paragraphs 19, 20, and  
16 21, with respect to Documents designated as including CONFIDENTIAL  
17 INFORMATION, ATTORNEYS' EYES ONLY INFORMATION, or OUTSIDE  
18 COUNSEL EYES ONLY INFORMATION, any person indicated on the face of the  
19 Document to be its originator or author or a recipient thereof may be shown the  
20 Document. Additionally, any Document designated as including CONFIDENTIAL  
21 INFORMATION, ATTORNEYS' EYES ONLY INFORMATION, OUTSIDE  
22 COUNSEL EYES ONLY INFORMATION may be shown during a deposition to  
23 the deposition witness if the witness is employed, at the time of his or her  
24 deposition, by the party that produced the Document so designated during the  
25 deposition of that person. A Document designated as including CONFIDENTIAL  
26 INFORMATION, ATTORNEYS' EYES ONLY INFORMATION, or OUTSIDE  
27 COUNSEL EYES ONLY INFORMATION that contains handwriting may be  
28 shown to a deposition witness for the purpose of determining whether the deposition

1 witness is the author of the Document or the handwriting, provided that the attorney  
2 establishes through deposition testimony a reasonable and good faith basis for  
3 believing that the Document or handwriting was or could have been authored by the  
4 deposition witness, and provided that the attorney takes reasonable steps to ensure  
5 that no unnecessary disclosure of CONFIDENTIAL INFORMATION,  
6 ATTORNEYS' EYES ONLY INFORMATION, or OUTSIDE COUNSEL EYES  
7 ONLY INFORMATION takes place (e.g., by showing the deposition witness a  
8 limited sample of the handwriting at issue).

9 23. Nothing contained in this Protective Order shall preclude the Producing  
10 Party from using or disseminating its own CONFIDENTIAL INFORMATION,  
11 ATTORNEYS' EYES ONLY INFORMATION, or OUTSIDE COUNSEL EYES  
12 ONLY INFORMATION.

13 24. CONFIDENTIAL INFORMATION, including ATTORNEYS' EYES  
14 ONLY INFORMATION, or OUTSIDE COUNSEL EYES ONLY  
15 INFORMATION, and all items which reveal the contents thereof to be filed with the  
16 Court by any party or non-party shall be filed in sealed envelopes or other  
17 appropriately sealed containers on which shall appear a legend which provides as  
18 follows:

19 FILED UNDER SEAL  
20 CONTAINS CONFIDENTIAL INFORMATION  
21 SUBJECT TO PROTECTIVE ORDER

22 The enclosed materials are subject to a Protective Order of the United  
23 States District Court for the Central District of California. This  
24 envelope may not be opened without Court Order by any person other  
25 than this Court, court personnel or counsel of record.

26 In order to enable the Court to determine whether there is evidence that the Court  
27 should attempt not to disclose, if a party or non-party files with the Court any  
28 documents that contain, refer to, or rely on CONFIDENTIAL INFORMATION, all  
such documents shall clearly identify the particular aspects of the documents that  
contain, refer to, or rely upon such CONFIDENTIAL INFORMATION. Absent  
such notification, the Court will be free to incorporate all such documents and any

1 information contained, referred to, or relied upon therein in its written and oral  
2 rulings. The parties may do so at any time prior to the hearing or trial at which the  
3 material may be used. Under circumstances in which a ruling is likely to be made  
4 without a hearing, the parties may do so within one court day of the filing.

5       25. No provision of this Protective Order shall be deemed to create a  
6 waiver as to inadvertently-produced Discovery Materials that are protected from  
7 discovery on the basis of privilege or the work-product doctrine under Rule 26 of  
8 the Federal Rules of Civil Procedure. The inadvertent production of such  
9 documents does not waive any privilege or immunity with respect to such  
10 production or with respect to other materials or information referred to in the  
11 materials produced, so long as a request for the return of such documents or  
12 information is made within ten (10) Court days after the Producing Party learns of  
13 its inadvertent production. Within five (5) Court days of such request, the  
14 Receiving Party shall take reasonable efforts to return the inadvertently produced  
15 documents identified and all copies thereof, and certify in writing that it has done so.  
16 Nothing in this Paragraph shall prejudice the right of any party to seek discovery of  
17 communications, documents and things as to which a claim of privilege has been  
18 made.

19       26. If CONFIDENTIAL INFORMATION, including ATTORNEYS'  
20 EYES ONLY INFORMATION or OUTSIDE COUNSEL EYES ONLY  
21 INFORMATION, or any portion thereof is disclosed by the Receiving Party,  
22 through inadvertence or otherwise, to any person or party not authorized under this  
23 Protective Order, then the Receiving Party shall use its best efforts to retrieve  
24 immediately all copies of such CONFIDENTIAL INFORMATION, including  
25 ATTORNEYS' EYES ONLY INFORMATION or OUTSIDE COUNSEL EYES  
26 ONLY INFORMATION, and to bind such person to the terms of this Protective  
27 Order. In such event, the Receiving Party shall also (a) promptly inform such  
28 person of all the provisions of this Protective Order; (b) identify such person



1 immediately to the Producing Party; and (c) request such person to execute the Non-  
2 Disclosure Agreement attached hereto as Exhibit A. The foregoing shall not relieve  
3 a party of liability, if any, for disclosing CONFIDENTIAL INFORMATION,  
4 including ATTORNEYS' EYES ONLY INFORMATION or OUTSIDE COUNSEL  
5 EYES ONLY INFORMATION, in violation of this Protective Order.

6       27. Nothing in this Protective Order shall be deemed to preclude any party  
7 or third party from seeking and obtaining, on an appropriate showing, additional  
8 protection regarding materials or information designated as CONFIDENTIAL  
9 INFORMATION, ATTORNEYS' EYES ONLY INFORMATION, or OUTSIDE  
10 COUNSEL EYES ONLY INFORMATION, or relief from this Protective Order. In  
11 any such request to the Court, the party seeking to obtain additional protection or to  
12 obtain relief from this Protective Order, shall bear the burden of showing why such  
13 additional protection or relief should be granted.

14       28. Nothing in this Protective Order shall bar or otherwise restrict any  
15 attorney herein from rendering advice to the attorney's party-client relying upon an  
16 examination of CONFIDENTIAL INFORMATION, including ATTORNEYS'  
17 EYES ONLY INFORMATION or OUTSIDE COUNSEL EYES ONLY  
18 INFORMATION, provided, however, that in rendering such advice and in otherwise  
19 communicating with the party-client, the attorney shall not disclose any  
20 CONFIDENTIAL INFORMATION, ATTORNEYS' EYES ONLY  
21 INFORMATION, or OUTSIDE COUNSEL EYES ONLY INFORMATION, nor  
22 the source of any CONFIDENTIAL INFORMATION, ATTORNEYS' EYES  
23 ONLY INFORMATION, or OUTSIDE COUNSEL EYES ONLY INFORMATION  
24 to anyone not authorized to receive such Discovery Materials pursuant to the terms  
25 of this Protective Order.

26       29. Notwithstanding any other provision of this Protective Order, the  
27 confidentiality obligations of this Protective Order shall not apply or shall cease to  
28 apply (as the case may be) to any CONFIDENTIAL INFORMATION, including

1 ATTORNEYS' EYES ONLY INFORMATION or OUTSIDE COUNSEL EYES  
2 ONLY INFORMATION, that:

- 3 (1) at the time of disclosure hereunder, was already in the public  
4 domain by publication or otherwise;
- 5 (2) has become, through no act or failure on the part of the  
6 Receiving Party, part of the public domain by authorized  
7 publication or otherwise lawful means;
- 8 (3) at the time of disclosure, was already in the lawful possession of  
9 the Receiving Party;
- 10 (4) after disclosure hereunder, was acquired by the Receiving Party  
11 from a third party lawfully possessing such CONFIDENTIAL  
12 INFORMATION, ATTORNEYS' EYES ONLY  
13 INFORMATION, or OUTSIDE COUNSEL EYES ONLY  
14 INFORMATION, and having no confidentiality obligation to the  
15 Producing Party;
- 16 (5) the Producing Party agrees may be disclosed to a third party  
17 under no confidentiality obligation; or
- 18 (6) the Court, after notice to the parties and upon good cause, orders  
19 to be disclosed.

20 30. In the event that the case proceeds to trial, the parties may move the  
21 Court, at any time within the deadlines set by the Court for the service and hearing  
22 of motions in limine, to maintain the protected status of any information designated  
23 as CONFIDENTIAL INFORMATION, ATTORNEYS' EYES ONLY  
24 INFORMATION, or OUTSIDE COUNSEL EYES ONLY pursuant to this  
25 Protective Order, or to implement alternative or additional protections for such  
26 information at trial. If the moving party shows sufficient cause to maintain the  
27 protected status of the information or to implement alternative or additional  
28 protections at trial, the Court will enter an order to that effect. If no party makes a

1 motion under this Paragraph or if the Court denies a party's motion under this  
2 Paragraph with respect to any information previously designated as  
3 CONFIDENTIAL INFORMATION, ATTORNEYS' EYES ONLY  
4 INFORMATION, or OUTSIDE COUNSEL EYES ONLY such information will  
5 become public upon commencement of the trial and will be presumptively available  
6 to all members of the public.

7       31. If a Receiving Party in possession of Discovery Materials designated as  
8 CONFIDENTIAL INFORMATION, including ATTORNEYS' EYES ONLY  
9 INFORMATION or OUTSIDE COUNSEL EYES ONLY INFORMATION,  
10 receives a subpoena or other request from a non-party to either action seeking  
11 production or other disclosure of such Discovery Materials, the Receiving Party  
12 shall immediately give written notice to the Producing Party, specifying the  
13 Discovery Materials sought and enclosing a copy of the request, subpoena or other  
14 form of compulsory process. The Receiving Party shall not produce or otherwise  
15 disclose any Discovery materials containing CONFIDENTIAL INFORMATION,  
16 including ATTORNEYS' EYES ONLY INFORMATION or OUTSIDE COUNSEL  
17 EYES ONLY INFORMATION, without prior written authority from the Producing  
18 Party or order of this Court.

19       32. Neither the taking of any action in accordance with the provisions of  
20 this Protective Order, nor the failure to object thereto, shall be construed as a waiver  
21 of any claim or defense in this action. The entry of this Protective Order shall not be  
22 construed as a waiver of any right to object to the furnishing of information in  
23 response to discovery or to object to a requested inspection of Documents or things,  
24 and, except as expressly provided, shall not relieve any party of the obligation of  
25 producing information in the course of discovery.

26       33. In the event anyone shall violate or threaten to violate the terms of this  
27 Protective Order, the parties agree that the aggrieved party may immediately apply  
28 to obtain injunctive relief against any such person violating or threatening to violate

1 any of the terms of the Protective Order, and in the event the aggrieved party shall  
2 do so, the respondent person, subject to the provisions of this Protective Order, shall  
3 not employ as a defense thereto the claim that the aggrieved party possesses an  
4 adequate remedy at law. The parties and any other person subject to the terms of  
5 this Protective Order agree that this Court shall retain jurisdiction over it and them  
6 for the purpose of enforcing this Protective Order. The foregoing shall not be  
7 construed as limiting a party's right to seek other remedies, including damages, if  
8 any, in the event of a violation of this Protective Order.

9       34. Either party may request any reasonable amendment to this Protective  
10 Order to facilitate the efficient and appropriate handling of CONFIDENTIAL  
11 INFORMATION, including ATTORNEYS' EYES ONLY INFORMATION or  
12 OUTSIDE COUNSEL EYES ONLY INFORMATION. Non-parties from whom  
13 discovery is sought in connection with this action may designate their Discovery  
14 Materials as CONFIDENTIAL INFORMATION, ATTORNEYS' EYES ONLY  
15 INFORMATION, or OUTSIDE COUNSEL EYES ONLY INFORMATION, under  
16 the provisions of this Order. Any amendment to this Protective Order must be  
17 entered by the Court to be effective.

18       35. All Discovery Materials together with all copies thereof, which have  
19 been designated as including CONFIDENTIAL INFORMATION, ATTORNEYS'  
20 EYES ONLY INFORMATION, or OUTSIDE COUNSEL EYES ONLY  
21 INFORMATION and any documents containing such information, shall be  
22 destroyed or returned to the respective Producing Party, and as preferred by the  
23 Producing Party, within thirty (30) calendar days after the entry of final judgment  
24 and conclusion of any and all appeals, or the final settlement of this case, and certify  
25 in writing that it has done so. Notwithstanding the foregoing, outside Counsel may  
26 maintain archival copies of pleadings, motion papers, legal memoranda,  
27 correspondence and work product that contain any CONFIDENTIAL  
28 INFORMATION, ATTORNEYS' EYES ONLY INFORMATION, or OUTSIDE

1 COUNSEL EYES ONLY INFORMATION. At all times while in existence, such  
2 archival copies shall be treated pursuant to the terms of this Protective Order.

3 36. All notices, objections and other communications required or permitted  
4 to be made pursuant to any provision of this Protective Order shall be in writing.

5 37. Except as specifically provided herein, the terms, conditions, and  
6 limitations of this Protective Order shall survive the termination of this action. This  
7 Protective Order shall remain in force and effect until modified, superseded, or  
8 terminated by consent of the parties or by order of the Court made upon reasonable  
9 written request. This Court shall retain jurisdiction over the subject matter of this  
10 Order and the parties herein for purposes of enforcing this Order.

11 Dated: May 19, 2008

IRELL & MANELLA LLP  
Steven A. Marenberg  
Elliot Brown  
Brian Ledahl  
Benjamin Glatstein

15

By:           /s Brian Ledahl

16

Brian Ledahl

17

Attorneys for Plaintiffs

18

UMG RECORDINGS, INC.;

19

UNIVERSAL MUSIC CORP.; SONGS  
OF UNIVERSAL, INC.; UNIVERSAL-  
POLYGRAM INTERNATIONAL  
PUBLISHING, INC.; RONDOR MUSIC  
INTERNATIONAL, INC.

20

21 Dated: May 19, 2008

WINSTON & STRAWN LLP

22

Michael S. Elkin

23

Thomas P. Lane

24

Jennifer A. Golinveaux

25

Rebecca L. Calkins

26

Erin R. Ranahan

27

By:           /s Jennifer A. Golinveaux (w/  
                  Permission)

28

Jennifer A. Golinveaux

Attorneys for Defendant  
VEOH NETWORKS, INC.

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

**EXHIBIT A**

**UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA  
WESTERN DIVISION**

UMG RECORDINGS, INC., *et al.*,  
Plaintiffs,  
v.  
VEOH NETWORKS, INC., a California  
corporation; and DOES 1-10, inclusive,  
Defendants.

Case No. CV 07-05744 AHM (AJWx)

**CONSENT TO BE BOUND BY  
STIPULATED PROTECTIVE  
ORDER GOVERNING  
DISCLOSURE OF CONFIDENTIAL  
MATERIALS**

Judge: Hon. A. Howard Matz  
Ctrm: 14

I hereby certify that I have read the Stipulated Protective Order Governing Disclosure Of Confidential Materials in the above-entitled action. I agree to be bound by its terms. I also agree that any information I receive pursuant to the Stipulated Protective Order shall not be used other than as provided in the Stipulated Protective Order. I also hereby consent to be subject to the personal jurisdiction of the United States District Court for the Central District of California for any proceedings relating to the enforcement of the Stipulated Protective Order.

Dated: \_\_\_\_\_

SF:206560.1

\_\_\_\_\_  
[Signature]

Name: \_\_\_\_\_

Affiliation: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_