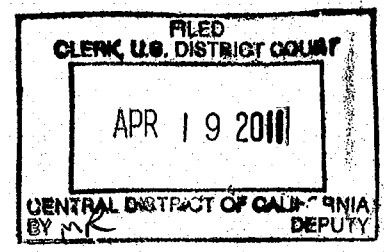


1 KING, HOLMES, PATERNO & BERLINER LLP  
 2 HOWARD E. KING, ESQ., STATE BAR NO. 077012  
 3 SETH MILLER, ESQ., STATE BAR NO. 175130  
 4 MILLER@KHPBLAW.COM  
 5 1900 AVENUE OF THE STARS, 25TH FLOOR  
 6 LOS ANGELES, CALIFORNIA 90067-4506  
 7 TELEPHONE: (310) 282-8989  
 8 FACSIMILE: (310) 282-8903



9 Attorneys for Defendants UNIVERSAL  
 10 MUSIC GROUP, INC., INTERSCOPE  
 11 GEFLEN A&M RECORDS, A DIVISION  
 12 OF UMG RECORDINGS, INC., and BECK  
 13 HANSEN

14 LAW OFFICES OF ALLEN HYMAN  
 15 ALLEN HYMAN, ESQ., STATE BAR NO. 73371  
 16 CHRISTINE COVERDALE, ESQ., STATE BAR NO. 195635  
 17 LAWOFFAH@AOL.COM  
 18 10737 RIVERSIDE DRIVE  
 19 NORTH HOLLYWOOD, CALIFORNIA 91602  
 20 TELEPHONE: (818) 763-6289  
 21 FACSIMILE: (818) 763-4676

22 Attorneys for Plaintiffs DRIVE-IN MUSIC  
 23 COMPANY and ORIGINAL SOUND  
 24 RECORD CO.

25 UNITED STATES DISTRICT COURT  
 26 CENTRAL DISTRICT OF CALIFORNIA

27 DRIVE-IN MUSIC COMPANY, a  
 28 California corporation; ORIGINAL  
 SOUND RECORD CO., a California  
 corporation,

CASE NO. CV10-5739 MMM (FMOx)  
 Hon. Margaret M. Morrow, Courtroom 780

Plaintiffs,

**PROTECTIVE  
 ORDER**

vs.

Action Commenced: August 2, 2010

UNIVERSAL MUSIC GROUP, a  
 California corporation; INTERSCOPE-  
 GEFFEN-A&M GROUP, an entity  
 unknown; BECK HANSEN, AKA BEK  
 DAVID CAMPBELL, an individual,

**DISCOVERY MATTER**

Defendants.

26 Upon stipulation of the parties and consideration of the representation of the  
 27 parties and the matters presented to the Court, the Court enters this Order to provide  
 28 for protection of the respective parties' proprietary data for purposes of discovery

1 and pre-trial in this proceeding.

2 1. Information Subject To The Protective Order

3 (a) Defendants' Information

4 Defendants identify that they seek protection of the following confidential  
5 proprietary and financial information that has not been made public and that reflects  
6 or concerns Defendants' sales, revenues, expenses, or profits from exploitation of  
7 the sound recording or composition "Jack-Ass" which appears on the album  
8 "BECK! ODELAY," or the creation of the sound recording and composition: (i)  
9 publishing statements; (ii) recording artist statements; (iii) licenses and other  
10 agreements relating to exploitation of the sound recording or composition;  
11 (iv) internal accounting or financial documents and information relating to sales,  
12 revenue, expenses, or profits from exploitation of the sound recording or  
13 composition; and (v) original master recordings, work tapes, and related materials  
14 regarding the creation of the sound recording or composition. Defendants represent  
15 to the Court that the foregoing materials are and at all times have been maintained in  
16 strict confidence by Defendants, are not publicly available, and have not been  
17 disclosed to third parties except to the extent reasonably necessary for business  
18 purposes under circumstances where the confidentiality of the materials would be  
19 maintained, and that public disclosure of the foregoing materials, including to  
20 Defendants' competitors, would cause competitive injury and prejudice due to the  
21 proprietary nature of information concerning Defendants' expenses, revenues,  
22 profits, financial terms of licenses and other agreements, and materials involved in  
23 the creation of the sound recording that have not previously been made public.

24 (b) Plaintiffs' information.

25 Plaintiffs indicate that they may designate certain financial information as  
26 confidential pursuant to this protective order, and that they may designate other  
27 information sought in discovery by the Defendants as confidential or attorneys eyes  
28 only, under this protective order.

1 (1) The nature of the information designated by Plaintiffs would be  
2 licenses of Plaintiffs' compositions or recordings with particular entities, which  
3 would identify the entity and the license amount. The identity of Plaintiff's  
4 licensees and the amounts that they pay Plaintiffs for licensed music and sound  
5 recordings, would be of the nature that would be considered proprietary.

6 (2) Earnings of the Plaintiffs' musical composition, and sound  
7 recording would be of the nature that would be considered proprietary in the music  
8 industry.

9 (3) Agreements between the Plaintiffs and the artist and composer  
10 Arlester Christian and his heirs, which would disclose information as to the heirs of  
11 the author would be information that would be considered confidential.

12 (c) Excluded From The Protective Order

13 The identity of Defendants' licensees of the composition or sound recording  
14 "Jack-Ass" disclosed by Defendants in discovery shall not be confidential or subject  
15 to protection under this Order.

16 2. For the purposes of this Order, the words "document" and "documents"  
17 are used in the broadest possible sense and refer, without limitation, to documents as  
18 they are defined in Fed. Rule of Civ. Pro. 34(a)(1)(A) and 34(b)(2)(B).

19 3. In connection with discovery proceedings in this action, the parties may  
20 designate any document, thing, material, testimony, or other information derived  
21 therefrom, as "Confidential" under the terms of this Protective Order. Confidential  
22 information is information which has not been made public and which concerns or  
23 relates to the matters described in Paragraph 1(a) and 1(b), above.

24 4. By designating a document, thing, material, testimony or other  
25 information derived therefrom as "Confidential" under the terms of this Order, the  
26 party making the designation is certifying to the Court that there is a good faith basis  
27 in law and in fact for the designation within the meaning of Fed. R. Civ. P. 26(g).

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1           5. Confidential documents shall be so designated by stamping copies of  
2 the document produced to a party with the legend "CONFIDENTIAL" or by cover  
3 letter designation identifying the page numbers of the production that the party  
4 designates as confidential. All documents produced in discovery shall be  
5 sequentially numbered with no numbers repeated in a numbering sequence to be  
6 agreed upon by the parties. Stamping the legend "CONFIDENTIAL" on the cover  
7 of any multipage documents shall designate all pages of the document as  
8 confidential, unless otherwise indicated by the producing party. Responses to  
9 interrogatories or requests for admissions may be designated as "CONFIDENTIAL"  
10 by clearly labeling them as such in the body of the response. Any confidential  
11 electronically stored information produced on magnetic disks or other computer-  
12 related media may be designated as such by labeling each disk "CONFIDENTIAL"  
13 prior to production. Electronic or native documents or information shall be  
14 similarly labeled where practicable, and where not practicable, written notification  
15 by a producing party that it is producing materials as confidential shall suffice for  
16 treatment as provided herein.

17           6. Testimony taken at a deposition may be designated as confidential by  
18 making a statement to that effect on the record at the deposition. Upon a party  
19 identifying the testimony at the time of deposition as confidential, the court reporter  
20 shall prepare the transcript of the testimony in a separate binder designation as  
21 confidential. Testimony designated as confidential after the deposition transcript is  
22 prepared shall be maintained as confidential, but the transcript should not be  
23 modified.

24           7. Material designated as confidential under this Protective Order, the  
25 information contained therein, and any summaries, copies, compilations, abstracts,  
26 or other documents derived in whole or in part from material designated as  
27 confidential (hereinafter "Confidential Material") shall be used by the receiving  
28 party only for the purpose of the prosecution, defense, or settlement of this action,

1 and for no other purpose.

2 8. Confidential Material produced pursuant to this Protective Order may  
3 be disclosed or made available only to the Court, to counsel for a party (including  
4 the paralegal, clerical, and secretarial staff employed by such counsel, and in-house  
5 counsel), and to the "qualified persons" designated below:

6 (a) a party, or an officer, director, or employee of a party deemed  
7 necessary by counsel to aid in the prosecution, defense, or settlement of this action;

8 (b) experts or consultants (together with their clerical staff) retained by  
9 such counsel to assist in the prosecution, defense, or settlement of this action;

10 (c) court reporter(s) employed in this action;

11 (d) a witness at a deposition for purposes of a deposition held in  
12 connection with this case, where such Confidential Material is relevant to a subject  
13 matter of which the deponent could or is likely to have knowledge;

14 (e) the authors, senders, addressees, and copy recipients of the Confidential  
15 Material; and,

16 (f) any other person as to whom the parties in writing agree.

17 9. Prior to receiving any Confidential Material, each "qualified person"  
18 under subparagraphs 8(a) or 8(b), above, shall be provided with a copy of this Order  
19 and shall execute a nondisclosure agreement in the form of Attachment A.

20 Disclosing counsel shall retain the signed copies of Attachment A in its file for at  
21 least three years after termination of this action.

22 10. Only qualified persons listed under subparagraphs 8(a) or 8(b), above,  
23 who have executed the non-disclosure agreement and counsel for a party may attend  
24 depositions at which Confidential Material is used or discussed.

25 11. The parties may further designate certain discovery material or  
26 testimony of a highly confidential and/or proprietary nature as "CONFIDENTIAL -  
27 ATTORNEY'S EYES ONLY" (hereinafter "Attorney's Eyes Only Material") in the  
28 manner described in paragraphs 3, 4, 5 and 6, above. Attorney's Eyes Only Material

1 is limited to extremely sensitive confidential information that has not been made  
2 public, the disclosure of which to another party or non-party would create a  
3 substantial risk of serious injury that could not be avoided by less restrictive means,  
4 such as confidential and sensitive matters of a proprietary business or technical  
5 nature that might be of value to a potential competitor of the producing party and  
6 which the producing party contends must be protected from disclosure to other  
7 parties or third parties. The "CONFIDENTIAL - ATTORNEY'S EYES ONLY"  
8 designation is intended to be used sparingly, and in connection with any challenge to  
9 such designation, the burden is on the designating party to show that the challenged  
10 material qualifies for heightened protection as Attorneys Eyes Only Material under  
11 this Order. Attorney's Eyes Only Material, and the information contained therein,  
12 shall be disclosed only to the Court, to counsel for the parties (including the  
13 paralegal, clerical and secretarial staff employed by such counsel), and to the  
14 "qualified persons" listed in subparagraphs 8(b), 8(c), and 8(e)(provided such person  
15 is a current employee of a party) above, but shall not be disclosed to a party, a  
16 witness, or to an officer, director or employee of a party, unless otherwise agreed or  
17 ordered. If disclosure of Attorney's Eyes Only Material is made pursuant to this  
18 paragraph, all other provisions in this order with respect to confidentiality shall also  
19 apply.

20 12. Nothing herein shall impose any restrictions on the use or disclosure by  
21 a party of material obtained by such party independent of discovery in this action,  
22 whether or not such material is also obtained through discovery in this action, or  
23 from disclosing its own Confidential Material as it deems appropriate.

24 13. Nothing herein shall be construed to affect in any manner the  
25 admissibility at trial of any document, testimony or other evidence. The terms of  
26 this Protective Order do not preclude, restrict, or otherwise apply to the use of  
27 documents at trial.

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1           14. Any witness or other person, firm, or entity from which discovery is  
2 sought may be informed of and may obtain the protection of this Protective Order by  
3 providing all parties with a declaration executed under penalty of perjury agreeing to  
4 comply with and be bound by the provisions of this Order and to submit to the  
5 jurisdiction of the United States District Court for the Central District of California  
6 for the purpose of enforcing or otherwise providing relief relating to this Order.

7           15. If Confidential Material, including any portion of a deposition  
8 transcript designated as Confidential or Attorney's Eyes Only Material, is included  
9 in any papers to be filed with the Court, such papers shall be submitted for filing  
10 with the Court along with an application and proposed order to file the papers under  
11 seal in compliance with Local Rule 79-5.1. The application shall be directed to the  
12 judge to whom the papers are directed. Pending the ruling on the application, the  
13 papers or portions thereof subject to the sealing application shall be lodged under  
14 seal.

15           16. If Confidential Material (including Attorney's Eyes Only Material) is  
16 inadvertently disclosed to any person other than in the manner authorized by this  
17 Protective Order, the person responsible for the disclosure must promptly inform the  
18 designating party of all pertinent facts relating to such disclosure, shall make every  
19 effort reasonably required to secure the return of such Confidential Material from  
20 any unauthorized person who has possession of it, and shall make every effort  
21 reasonably required to prevent disclosure by each unauthorized person who received  
22 such Confidential Material. The inadvertent or unintentional disclosure of any  
23 Confidential Material without an appropriate designation shall not be construed to  
24 be a waiver, in whole or in part, of that party's right to claim that the Confidential  
25 Material should be subject to protection as Confidential Material under this Order.

26           17. If any Confidential Material obtained, or any material derived or  
27 generated therefrom, is sought through discovery from either party by any other  
28 litigant in any other judicial or administrative proceeding, each party agrees to

1 immediately notify the designating party in writing so as to permit the designating  
2 party to seek a protective order from the appropriate court.

3 18. This Protective Order shall be without prejudice to the right of the  
4 parties (i) to bring before the Court at any time the question of whether any  
5 particular document or information is confidential or whether its use should be  
6 restricted, (ii) to seek and obtain, upon an appropriate showing, additional protection  
7 with respect to the confidentiality of Confidential Material or relief from this  
8 Protective Order with respect to particular designated Confidential Material, or  
9 (iii) to present a motion to the Court under Fed. R. Civ. P. 37 to compel the  
10 redesignation or production as to any particular document or information should any  
11 party object to any designation of confidentiality, provided the parties comply with  
12 Local Rule 37. In making or opposing any motion regarding the designation of  
13 specific material as confidential under this Order, the designating party shall bear  
14 the burden of showing specific harm or prejudice that will result if no protective  
15 order is granted for the material. This Protective Order shall not be deemed to  
16 prejudice the parties in any way in any future application for modification of this  
17 Protective Order.

18 19. This Protective Order is entered solely for the purpose of facilitating  
19 the exchange of documents and information between the parties to this action  
20 without involving the Court unnecessarily in the process. Nothing in this Protective  
21 Order nor the production of any information or document under the terms of this  
22 Protective Order nor any proceedings pursuant to this Protective Order shall be  
23 deemed to have the effect of an admission or waiver by either party or of altering the  
24 confidentiality or nonconfidentiality of any such document or information or  
25 altering any existing obligation of any party or the absence thereof.

26 20. This Protective Order shall survive the final termination of this action,  
27 to the extent that the information contained in Confidential Material is not or does  
28 not become known to the public, and the Court shall retain jurisdiction to resolve



1 any dispute concerning the use of information disclosed hereunder. Upon  
2 termination of this case, including all appeals, and upon 60-days written request by  
3 counsel for the providing party, the parties shall assemble and return to each other  
4 all Confidential Material, including all documents, material and deposition  
5 transcripts designated as confidential and all copies, abstracts, and summaries of  
6 same, or shall certify the destruction thereof. Notwithstanding the foregoing, the  
7 parties shall not be obligated under this Protective Order to ensure the destruction of  
8 any copies of electronically-stored information made by the automatic processes of  
9 their computer systems, including but not limited to any such copies that may reside  
10 on their servers and/or backup tapes.

11 IT IS SO ORDERED.

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13 Dated: 4/19/11

F. J. O'Keefe  
14 JUDGE, UNITED STATES DISTRICT COURT

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**EXHIBIT A**  
**NON-DISCLOSURE AGREEMENT**

\_\_\_\_\_ declares that:

I reside at \_\_\_\_\_, in the city of \_\_\_\_\_, County of \_\_\_\_\_, State of \_\_\_\_\_.

I am currently employed by \_\_\_\_\_, located at \_\_\_\_\_, and my current job title is \_\_\_\_\_.

I have read and understand the terms of the Protective Order dated \_\_\_\_\_, 2011, filed in Civil Action No. CV10-5739 MMM (FMOx), pending in the United States District Court for the Central District of California. I agree to comply with and be bound by the provisions of the Protective Order. I understand that any violation of the Protective Order may subject me to sanctions by the Court.

I shall not divulge any documents, or copies of documents, designated "Confidential" obtained pursuant to such Protective Order, or the contents of such documents, to any person other than those specifically authorized by the Protective Order. I shall not copy or use such documents except for the purposes of this action and pursuant to the terms of the Protective Order.

As soon as practical, upon request and in no event later than 30 days after final termination of this action, I shall return to the attorney from whom I have received any documents in my possession designated "Confidential", and all copies, excerpts, summaries, notes, digests, abstracts, and indices relating to such documents. Notwithstanding the foregoing, I shall not be obligated under the terms of this Protective Order to ensure the destruction of any copies of electronically-stored information made by the automatic processes of my company's computer

1 systems, including but not limited to any such copies that may reside on its servers  
2 and/or backup tapes.

3 I submit myself to the jurisdiction of the United States District Court for the  
4 Central District of California for the purpose of enforcing or otherwise providing  
5 relief relating to the Protective Order.

6 I declare under penalty of perjury that the foregoing is true and correct.

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8 Executed: \_\_\_\_\_  
9 (date) (signature)

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CERTIFICATE OF SERVICE

I hereby certify that on April 14, 2011, I electronically filed the foregoing [PROPOSED] PROTECTIVE ORDER with the Clerk of the Court by using the CM/ECF system. I certify that all participants in the case are registered CM/ECF users and that service will be accomplished by the CM/ECF system.

  
JOEY S. GOSSETT-EVANS