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

GOOD MORNING TO YOU  
PRODUCTIONS CORP., *et al.*,  
  
Plaintiffs,  
  
v.  
  
WARNER/CHAPPELL MUSIC,  
INC., *et al.*,  
  
Defendants.

Lead Case No. CV 13-04460-GHK (MRWx)

**[PROPOSED] STIPULATED  
PROTECTIVE ORDER FOR  
DISCOVERY**

1 Plaintiffs Good Morning To You Productions Corp., , Robert Siegel, Rupa  
2 Marya, and Major Productions, LLC (collectively herein the “Plaintiffs”) and  
3 Defendants Warner/Chappell Music, Inc. and Summy-Birchard, Inc. (collectively  
4 herein the “Defendants”) (Plaintiffs and Defendants may be referred to collectively  
5 as the “Parties”) have met and conferred pursuant to Rule 26 of the Federal Rules of  
6 Civil Procedure (“Rule”), L.R. 26-1, and the Court’s Scheduling Order (Dkt. 80  
7 [Dec. 13, 2013]), and have agreed to the following terms which the Parties propose  
8 shall govern the course and conduct of discovery in the above-captioned action.

9 The Parties, through their respective undersigned counsel, hereby agree to the  
10 following:

11 **1. GOOD CAUSE STATEMENT**

12 **WHEREAS**, the Parties to this action having requested that the Court issue a  
13 discovery confidentiality order pursuant to Rule 26(c) to protect the confidentiality  
14 of nonpublic and confidential information that may be the subject of discovery and  
15 disclosure in this case, and the Court having found that good cause exists for  
16 issuance of an appropriately-tailored confidentiality order, **IT IS HEREBY**  
17 **AGREED AND STIPULATED:**

18 **2. DEFINITIONS**

19 2.1 Challenging Party: a Party or Non-Party that challenges the  
20 designation of information or items under this Order.

21 2.2 “CONFIDENTIAL” Information or Items: information (regardless of  
22 how it is generated, stored or maintained) or tangible things that qualify for  
23 protection under Rule 26(c) of the Federal Rules of Civil Procedure (“Rule”).

24 2.3 Counsel (without qualifier): Outside Counsel of Record and House  
25 Counsel (as well as their support staff).

26 2.4 Designated House Counsel: House Counsel who seek access to  
27 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” information in this  
28 matter.

1           2.5 Designating Party: a Party or Non-Party that designates information or  
2 items that it produces in disclosures or in responses to discovery as  
3 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES  
4 ONLY.”

5           2.6 Disclosure or Discovery Material: all items or information, regardless  
6 of the medium or manner in which it is generated, stored, or maintained (including,  
7 among other things, testimony, transcripts, and tangible things), that are produced or  
8 generated in disclosures or responses to discovery in this matter.

9           2.7 Expert: a person with specialized knowledge or experience in a matter  
10 pertinent to the litigation who has been retained by a Party or its counsel to serve as  
11 an expert witness or as a consultant in this action.

12           2.8 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”  
13 Information or Items: extremely sensitive “Confidential Information or Items,”  
14 disclosure of which to another Party or Non-Party would create a substantial risk of  
15 serious harm that could not be avoided by less restrictive means.

16           2.9 House Counsel: attorneys who are employees of a party to this action.  
17 House Counsel does not include Outside Counsel of Record or any other outside  
18 counsel.

19           2.10 Non-Party: any natural person, partnership, corporation, association,  
20 or other legal entity not named as a Party to this action.

21           2.11 Outside Counsel of Record: attorneys who are not employees of a  
22 party to this action but are retained to represent or advise a party to this action and  
23 have appeared in this action on behalf of that party or are affiliated with a law firm  
24 which has appeared on behalf of that party.

25           2.12 Party: any party to this action, including all of its officers, directors,  
26 employees, consultants, retained experts, and Outside Counsel of Record (and their  
27 support staffs).

28           2.13 Producing Party: a Party or Non-Party that produces Disclosure or

1 Discovery Material in this action.

2 2.14 Professional Vendors: persons or entities that provide litigation  
3 support services (e.g., photocopying, videotaping, translating, preparing exhibits or  
4 demonstrations, and organizing, storing, or retrieving data in any form or medium)  
5 and their employees and subcontractors.

6 2.15 Protected Material: any Disclosure or Discovery Material that is  
7 designated as “CONFIDENTIAL,” or as “HIGHLY CONFIDENTIAL –  
8 ATTORNEYS’ EYES ONLY.”

9 2.16 Receiving Party: a Party that receives Disclosure or Discovery  
10 Material from a Producing Party.

11 **3. SCOPE**

12 The protections conferred by this Stipulation and Order cover not only  
13 Protected Material (as defined above), but also (a) any information copied or  
14 extracted from Protected Material; (b) all copies, excerpts, summaries, or  
15 compilations of Protected Material; and (c) any testimony, conversations, or  
16 presentations by Parties or their Counsel that might reveal Protected Material.  
17 However, the protections conferred by this Stipulation and Order do not cover the  
18 following information: (i) any information that is in the public domain at the time of  
19 disclosure to a Receiving Party or becomes part of the public domain after its  
20 disclosure to a Receiving Party as a result of publication not involving a violation of  
21 this Order, including becoming part of the public record through trial or otherwise;  
22 and (ii) any information known to the Receiving Party prior to the disclosure or  
23 obtained by the Receiving Party after the disclosure from a source who obtained the  
24 information lawfully and under no obligation of confidentiality to the Designating  
25 Party. Any use of Protected Material at trial shall be governed by a separate  
26 agreement or order.

27 **4. DURATION**

28

1 Even after final disposition of this litigation, the confidentiality obligations  
2 imposed by this Order shall remain in effect until a Designating Party agrees  
3 otherwise in writing or a court order otherwise directs. Final disposition shall be  
4 deemed to be the later of (1) dismissal of all claims and defenses in this action, with  
5 or without prejudice; and (2) final judgment herein after the completion and  
6 exhaustion of all appeals, rehearings, remands, trials, or reviews of this action,  
7 including the time limits for filing any motions or applications for extension of time  
8 pursuant to applicable law.

9 **5. DESIGNATING PROTECTED MATERIAL**

10 5.1 Exercise of Restraint and Care in Designating Material for Protection.

11 Each Party or Non-Party that designates information or items for protection under  
12 this Order must take care to limit any such designation to specific material that  
13 qualifies under the appropriate standards. To the extent it is practical to do so, the  
14 Designating Party must designate for protection only those parts of material,  
15 documents, items, or oral or written communications that qualify – so that other  
16 portions of the material, documents, items, or communications for which protection  
17 is not warranted are not swept unjustifiably within the ambit of this Order.

18 Mass, indiscriminate, or routinized designations are prohibited. Designations  
19 that are shown to be clearly unjustified or that have been made for an improper  
20 purpose (e.g., to unnecessarily encumber or retard the case development process or  
21 to impose unnecessary expenses and burdens on other Parties) expose the  
22 Designating Party to sanctions.

23 If it comes to a Designating Party's attention that information or items that it  
24 designated for protection do not qualify for protection at all or do not qualify for the  
25 level of protection initially asserted, that Designating Party must promptly notify all  
26 other Parties that it is withdrawing the mistaken designation.

27 5.2 Manner and Timing of Designations. Except as otherwise provided in  
28 this Order (*see, e.g.*, second paragraph of section 5.2(a) below), or as otherwise

1 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection  
2 under this Order must be clearly so designated before the material is disclosed or  
3 produced.

4 Designation in conformity with this Order requires:

5 (a) for information in documentary form (e.g., paper or electronic  
6 documents, but excluding transcripts of depositions or other pretrial or trial  
7 proceedings), that the Producing Party affix the legend “CONFIDENTIAL”  
8 or ““HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” to each  
9 page that contains protected material. If only a portion or portions of the  
10 material on a page qualifies for protection, the Producing Party also must  
11 clearly identify the protected portion(s) (e.g., by making appropriate  
12 markings in the margins) and must specify, for each portion, the level of  
13 protection being asserted.

14 A Party or Non-Party that makes original documents or materials available  
15 for inspection need not designate them for protection until after the inspecting Party  
16 has indicated which material it would like copied and produced. During the  
17 inspection and before the designation, all of the material made available for  
18 inspection shall be deemed “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES  
19 ONLY.” After the inspecting Party has identified the documents it wants copied and  
20 produced, the Producing Party must determine which documents, or portions  
21 thereof, qualify for protection under this Order. Then, before producing the  
22 specified documents, the Producing Party must affix the appropriate legend  
23 (“CONFIDENTIAL” or HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES  
24 ONLY”) to each page that contains Protected Material. If only a portion or portions  
25 of the material on a page qualifies for protection, then, to the extent practical to do  
26 so, the Producing Party also must clearly identify the protected portion(s) (e.g., by  
27 making appropriate markings in the margins) and must specify, for each portion, the  
28 level of protection being asserted.

1 1. (b) for testimony given in deposition or in other pretrial or trial  
2 proceedings, that the Designating Party identify on the record, before the  
3 close of the deposition, hearing, or other proceeding, all protected  
4 testimony and specify the level of protection being asserted. When it is  
5 impractical to identify separately each portion of testimony that is entitled  
6 to protection and it appears that substantial portions of the testimony may  
7 qualify for protection, the Designating Party may invoke on the record  
8 (before the deposition, hearing, or other proceeding is concluded) a right to  
9 have up to ten days to identify the specific portions of the testimony as to  
10 which protection is sought and to specify the level of protection being  
11 asserted. Only those portions of the testimony that are appropriately  
12 designated for protection within the ten days shall be covered by the  
13 provisions of this Stipulated Protective Order. Alternatively, a Designating  
14 Party may specify, at the deposition or up to ten days afterwards if that  
15 period is properly invoked, that the entire transcript shall be treated as  
16 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’  
17 EYES ONLY.”

18 Transcripts containing Protected Material shall have an obvious  
19 legend on the title page that the transcript contains Protected Material, and  
20 the title page shall be followed by a list of all pages (including line numbers  
21 as appropriate) that have been designated as Protected Material and the  
22 level of protection being asserted by the Designating Party. The  
23 Designating Party shall inform the court reporter of these requirements.  
24 Any transcript that is prepared before the expiration of a ten day period for  
25 designation shall be treated during that period as if it had been designated  
26 “CONFIDENTIAL” in its entirety unless otherwise agreed. After the  
27 expiration of that period, the transcript shall be treated only as actually  
28 designated.

1 (c) for information produced in some form other than documentary and for  
2 any other tangible items, that the Producing Party affix in a prominent place  
3 on the exterior of the container or containers in which the information or  
4 item is stored the legend “CONFIDENTIAL” or “HIGHLY  
5 CONFIDENTIAL – ATTORNEYS’ EYES ONLY.” If only a portion or  
6 portions of the information or item warrant protection, the Producing Party,  
7 to the extent practicable, shall identify the protected portion(s) and specify  
8 the level of protection being asserted.

9 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent  
10 failure to designate qualified information or items does not, standing alone, waive  
11 the Designating Party’s right to secure protection under this Order for such material.  
12 Upon timely correction of a designation, the Receiving Party must make reasonable  
13 efforts to assure that the material is treated in accordance with the provisions of this  
14 Order.

15 **6. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

16 6.1 Timing of Challenges. Any Party or Non-Party may challenge a  
17 designation of confidentiality at any time. Unless a prompt challenge to a  
18 Designating Party’s confidentiality designation is necessary to avoid foreseeable,  
19 substantial unfairness, unnecessary economic burdens, or a significant disruption or  
20 delay of the litigation, a Party does not waive its right to challenge a confidentiality  
21 designation by electing not to mount a challenge promptly after the original  
22 designation is disclosed.

23 6.2 Meet and Confer. Prior to filing any motion challenging the  
24 designation of confidentiality, the parties shall comply with L.R. 37-1. The  
25 Challenging Party’s letter requesting a pre-filing conference of counsel under L.R.  
26 37-1 shall identify the designation it is challenging and the basis for each challenge.

27 6.3 Judicial Intervention. If court intervention is necessary after the pre-  
28 filing conference of counsel under L.R. 37-1, counsel shall formulate a written



1 stipulation pursuant to L.R. 37-2. The Challenging Party may challenge a  
2 confidentiality designation pursuant to L.R. 37 at any time if there is good cause for  
3 doing so, including a challenge to the designation of a deposition transcript or any  
4 portions thereof.

5 The burden of persuasion in any such challenge proceeding shall be on the  
6 Designating Party. Frivolous challenges, and those made for an improper purpose  
7 (e.g., to harass or impose unnecessary expenses and burdens on other Parties) may  
8 expose the Challenging Party to sanctions. All Parties shall continue to afford the  
9 material in question the level of protection to which it is entitled under the  
10 Producing Party's designation until the court rules on the joint stipulation  
11 challenging the designation.

## 12 **7. ACCESS TO AND USE OF PROTECTED MATERIAL**

13 7.1 Basic Principles. A Receiving Party may use Protected Material that is  
14 disclosed or produced by another Party or by a Non-Party in connection with this  
15 case only for prosecuting, defending, or attempting to settle this litigation. Such  
16 Protected Material may be disclosed only to the categories of persons and under the  
17 conditions described in this Order. When the litigation has been terminated, a  
18 Receiving Party and Professional Vendor of a Receiving Party must comply with  
19 the provisions of Section 13 below (FINAL DISPOSITION).

20 Protected Material must be stored and maintained by a Receiving Party at a  
21 location and in a secure manner that ensures that access is limited to the persons  
22 authorized under this Order.

23 7.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless  
24 otherwise ordered by the court or permitted in writing by the Designating Party, a  
25 Receiving Party may disclose any information or item designated  
26 "CONFIDENTIAL" only to:

- 27 (a) the Receiving Party's Outside Counsel of Record in this action, as well  
28 as employees of said Outside Counsel of Record to whom it is reasonably

1 necessary to disclose the information for this litigation and who have  
2 signed the “Acknowledgment and Agreement to Be Bound” that is attached  
3 hereto as Exhibit A;

4 (b) the officers, directors, and employees (including House Counsel) of the  
5 Receiving Party to whom disclosure is reasonably necessary for this  
6 litigation and each of whom have signed the “Acknowledgment and  
7 Agreement to Be Bound” (Exhibit A);

8 (c) Experts (as defined in this Order) of the Receiving Party to whom  
9 disclosure is reasonably necessary for this litigation and each of whom have  
10 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

11 (d) the court and its personnel;

12 (e) court reporters and their staff, professional jury or trial consultants,  
13 mock jurors and Professional Vendors to whom disclosure is reasonably  
14 necessary for this litigation and who have signed the “Acknowledgment  
15 and Agreement to Be Bound” (Exhibit A);

16 (f) during their depositions, witnesses in the action to whom disclosure is  
17 reasonably necessary and who have signed the “Acknowledgment and  
18 Agreement to Be Bound” (Exhibit A), unless otherwise agreed by the  
19 Designating Party or ordered by the court. Pages of transcribed deposition  
20 testimony or exhibits to depositions that reveal Protected Material must be  
21 separately bound by the court reporter and may not be disclosed to anyone  
22 except as permitted under this Stipulated Protective Order.

23 (g) A person who the Receiving Party believes objectively and subjectively  
24 in good faith is either the author or recipient of a document containing the  
25 information or a custodian or other person who otherwise possessed or  
26 knew the information.

27 7.3 Disclosure of “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES  
28 ONLY” Information or Items. Unless otherwise ordered by the court or

1 permitted in writing by the Designating Party, a Receiving Party may  
2 disclose any information or item designated “HIGHLY CONFIDENTIAL –  
3 ATTORNEYS’ EYES ONLY” only to:

4 (a) the Receiving Party’s Outside Counsel of Record in this action, as  
5 well as employees of said Outside Counsel of Record to whom it is  
6 reasonably necessary to disclose the information for this litigation and who  
7 have signed the “Acknowledgment and Agreement to Be Bound” that is  
8 attached hereto as Exhibit A;

9 (b) Designated House Counsel of the Receiving Party and employees of  
10 said Designated House Counsel (1) to whom disclosure is reasonably  
11 necessary for this litigation, (2) who are not and believe in good faith they  
12 are not reasonably likely to become (a) licensees of the Producing Party, (b)  
13 engaged in licensing discussions or negotiations with the Producing Party,  
14 or (c) competitors of or involved in competitive decision-making with  
15 respect to the Producing Party, and (3) who have signed the  
16 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

17 (c) Experts of the Receiving Party (1) to whom disclosure is reasonably  
18 necessary for this litigation, (2) who are not and believe in good faith they  
19 are not reasonably likely to become (a) licensees of the Producing Party, (b)  
20 engaged in licensing discussions or negotiations with the Producing Party,  
21 or (c) competitors of or involved in competitive decision-making with  
22 respect to the Producing Party, and (3) who have signed the  
23 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

24 (d) the court and its personnel;

25 (e) court reporters and their staff, professional jury or trial consultants,  
26 mock jurors and Professional Vendors to whom disclosure is reasonably  
27 necessary for this litigation and who have signed the “Acknowledgment  
28 and Agreement to Be Bound” (Exhibit A); and

1 (f) A person who the Receiving Party believes objectively and  
2 subjectively in good faith is either the author or recipient of a document  
3 containing the information or a custodian or other person who otherwise  
4 possessed or knew the information.

5 **8. PROTECTED MATERIAL SUBPOENAED OR ORDERED**  
6 **PRODUCED IN OTHER LITIGATION**

7 If a Party is served with a subpoena or a court order issued in other litigation  
8 that compels disclosure of any information or items designated in this action as  
9 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES  
10 ONLY,” that Party must:

11 (a) promptly notify in writing the Designating Party. Such notification  
12 shall include a copy of the subpoena or court order;

13 (b) promptly notify in writing the party who caused the subpoena or order  
14 to issue in the other litigation that some or all of the material covered by the  
15 subpoena or order is subject to this Protective Order. Such notification shall  
16 include a copy of this Stipulated Protective Order; and

17 (c) cooperate with respect to all reasonable procedures sought to be  
18 pursued by the Designating Party whose Protected Material may be  
19 affected.<sup>1</sup>

20 If the Designating Party timely seeks a protective order, the Party served with  
21 the subpoena or court order shall not produce any information designated in this  
22 action as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’  
23 EYES ONLY” before a determination by the court from which the subpoena or  
24 order issued, unless the Party has obtained the Designating Party’s permission. The  
25 Designating Party shall bear the burden and expense of seeking protection in that

26 \_\_\_\_\_  
27 <sup>1</sup> The purpose of imposing these duties is to alert the interested parties to the existence of this  
28 Protective Order and to afford the Designating Party in this case an opportunity to try to protect its  
confidentiality interests in the court from which the subpoena or order issued.

1 court of its confidential material – and nothing in these provisions should be  
2 construed as authorizing or encouraging a Receiving Party in this action to disobey  
3 a lawful directive from another court.

4 **9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE**  
5 **PRODUCED IN THIS LITIGATION**

6 (a) The terms of this Order are applicable to information produced by a  
7 Non-Party in this action and designated as “CONFIDENTIAL” or  
8 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY.” Such  
9 information produced by Non-Parties in connection with this litigation is  
10 protected by the remedies and relief provided by this Order. Nothing in  
11 these provisions should be construed as prohibiting a Non-Party from  
12 seeking additional protections.

13 (b) In the event that a Party is required, by a valid discovery request, to  
14 produce a Non-Party’s confidential information in its possession, and the  
15 Party is subject to an agreement with the Non-Party not to produce the  
16 Non-Party’s confidential information, then the Party shall:

17 (i) promptly notify in writing the Requesting Party and the  
18 Non-Party that some or all of the information requested is  
19 subject to a confidentiality agreement with a Non-Party;

20 (ii) promptly provide the Non-Party with a copy of the  
21 Stipulated Protective Order in this litigation, the relevant  
22 discovery request(s), and a reasonably specific description of  
23 the information requested; and

24 (iii) make the information requested available for inspection  
25 by the Non-Party.

26 (c) If the Non-Party fails to object or seek a protective order from this  
27 court within 14 days of receiving the notice and accompanying information,  
28 the Receiving Party may produce the Non-Party’s confidential information

1 responsive to the discovery request. If the Non-Party timely seeks a  
2 protective order, the Receiving Party shall not produce any information in  
3 its possession or control that is subject to the confidentiality agreement with  
4 the Non-Party before a determination by the court.<sup>2</sup> Absent a court order to  
5 the contrary, the Non-Party shall bear the burden and expense of seeking  
6 protection in this court of its Protected Material.

7 **10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

8 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed  
9 Protected Material to any person or in any circumstance not authorized under this  
10 Stipulated Protective Order, the Receiving Party must immediately (a) notify in  
11 writing the Designating Party of the unauthorized disclosures, (b) use its best efforts  
12 to retrieve all unauthorized copies of the Protected Material, (c) inform the person  
13 or persons to whom unauthorized disclosures were made of all the terms of this  
14 Order, and (d) request such person or persons to execute the “Acknowledgment and  
15 Agreement to Be Bound” that is attached hereto as Exhibit A.

16 **11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE**  
17 **PROTECTED MATERIAL**

18 When a Producing Party gives notice to Receiving Parties that certain  
19 inadvertently produced material is subject to a claim of privilege or other protection,  
20 the obligations of the Receiving Parties are those set forth in Rule 26(b)(5)(B). This  
21 provision is not intended to modify whatever procedure may be established in an e-  
22 discovery order that provides for production without prior privilege review.  
23 Pursuant to Federal Rules of Evidence 502(d) and (e), insofar as the Parties reach an  
24 agreement on the effect of disclosure of a communication or information covered by  
25

26 \_\_\_\_\_  
27 <sup>2</sup> The purpose of this provision is to alert the interested parties to the existence of confidentiality  
28 rights of a Non-Party and to afford the Non-Party an opportunity to protect its confidentiality interests in  
this court.

1 the attorney-client privilege or work product protection, the Parties may incorporate  
2 their agreement in the stipulated protective order submitted to the court.

3 **12. MISCELLANEOUS**

4 12.1 Right to Further Relief. Nothing in this Order abridges the right of any  
5 person to seek its modification by the court in the future.

6 12.2 Right to Assert Other Objections. By stipulating to the entry of this  
7 Protective Order no Party waives any right it otherwise would have to object to  
8 disclosing or producing any information or item on any ground not addressed in this  
9 Stipulated Protective Order. Similarly, no Party waives any right to object on any  
10 ground to use in evidence of any of the material covered by this Protective Order.

11 12.3 Filing Protected Material. Without written permission from the  
12 Designating Party or a court order secured after appropriate notice to all interested  
13 persons, a Party may not file in the public record in this action any Protected  
14 Material. A Party that seeks to file under seal any Protected Material must comply  
15 with all applicable local rules. Protected Material may only be filed under seal  
16 pursuant to a court order authorizing the sealing of the specific Protected Material at  
17 issue. A sealing order will issue only upon a request establishing that the Protected  
18 Material at issue is privileged, protectable as a trade secret, or otherwise entitled to  
19 protection under the law. If a Receiving Party's request to file Protected Material  
20 under seal is denied by the Court, then the Receiving Party may file the Protected  
21 Material in the public record unless otherwise instructed by the court.

22 **13. FINAL DISPOSITION**

23 Within 60 days after the final disposition of this action, as defined in **Section**  
24 **4 (DURATION)**, each Receiving Party must return all Protected Material to the  
25 Producing Party or destroy such material. As used in this subdivision, "all Protected  
26 Material" includes all copies, abstracts, compilations, summaries, and any other  
27 format reproducing or capturing any of the Protected Material. Whether the  
28 Protected Material is returned or destroyed, the Receiving Party must submit a

1 written certification to the Producing Party (and, if not the same person or entity, to  
2 the Designating Party) by the 60 day deadline that:

3 (a) identifies (by category, where appropriate) all the Protected Material  
4 that was returned or destroyed; and

5 (b) affirms that the Receiving Party has not retained any copies, abstracts,  
6 compilations, summaries or any other format reproducing or capturing any  
7 of the Protected Material. Notwithstanding this provision, Counsel are  
8 entitled to retain an archival copy of all pleadings, motion papers, trial,  
9 deposition, and hearing transcripts, legal memoranda, correspondence,  
10 deposition and trial exhibits, expert reports, attorney work product, and  
11 consultant and expert work product, even if such materials contain  
12 Protected Material. Any such archival copies that contain or constitute  
13 Protected Material remain subject to this Protective Order as set forth in  
14 **Section 4 (DURATION).**

15 **IT IS SO STIPULATED.**

16 Dated: April 30, 2014

17 WOLF HALDENSTEIN ADLER  
18 FREEMAN & HERZ LLP

19 By:           /s/Besty C. Manifold            
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1 **EXHIBIT A**

2 **ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND**

3 I, \_\_\_\_\_ [print or type full name], of  
4 \_\_\_\_\_ [print or type full address], declare under penalty of perjury  
5 that I have read in its entirety and understand the Stipulated Protective Order that  
6 was issued by the United States District Court for the Central District of California  
7 on [insert date] in the case of *Marya Rupa v. Warner/Chappell Music, Inc., et al.*,  
8 Case No. CV 13-04460-GHK (MRWx). I agree to comply with and to be bound by  
9 all the terms of this Stipulated Protective Order and I understand and acknowledge  
10 that failure to so comply could expose me to sanctions and punishment in the nature  
11 of contempt. I solemnly promise that I will not disclose in any manner any  
12 information or item that is subject to this Stipulated Protective Order to any person  
13 or entity except in strict compliance with the provisions of this Order.

14 I further agree to submit to the jurisdiction of the United States District Court  
15 for the Central District of California for the purpose of enforcing the terms of this  
16 Stipulated Protective Order, even if such enforcement proceedings occur after  
17 termination of this action.

18 I hereby appoint \_\_\_\_\_ [print or type full name] of  
19 \_\_\_\_\_ [print or type full address and  
20 telephone number] as my California agent for service of process in connection with  
21 this action or any proceedings related to enforcement of this Stipulated Protective  
22 Order.

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

24 Date: \_\_\_\_\_

25 City and State where sworn and signed: \_\_\_\_\_

26 Printed name: \_\_\_\_\_

27 Signature: \_\_\_\_\_

28 WARNER/CHAPPELL:20662v3.po