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7 **Attorneys for Plaintiff**
 8 GRASSROOTS PRODUCTIONS II, INC.

9 **UNITED STATES DISTRICT COURT**
 10
 11 **CENTRAL DISTRICT OF CALIFORNIA**

| | |
|--------------------------------------|--------------------------------------|
| 12 GRASSROOTS PRODUCTIONS II, |) Case No.: 2:14-cv-02807-GW(ASx) |
| 13 INC., a California corporation, |) |
| |) Honorable Alka Sagar Presiding |
| 14 Plaintiff, |) |
| |) <u>DISCOVERY MATTER</u> |
| 15 v. |) |
| 16 |) |
| 17 YOUNG MONEY ENTERTAINMENT, |) STIPULATED PROTECTIVE ORDER |
| 18 LLC, a Delaware limited liability |) |
| 19 company, and CASH MONEY |) Complaint Filed: April 11, 2014 |
| 20 RECORDS, INC., a Louisiana |) Trial Date: November 17, 2015 |
| 21 corporation, |) |
| |) |
| 22 Defendants. |) |
| |) |
| |) |

23 Plaintiff Grassroots Productions II, Inc. (“Plaintiff”) and Defendant Young Money
 24 Entertainment, LLC (“Young Money”) and Defendant Cash Money Records, Inc. (“Cash
 25 Money”), by their undersigned counsel, hereby stipulate to entry of the following
 26 protective order (“Protective Order”) pursuant to Fed. R. Civ. P. 26(c):

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1 **1. PURPOSES AND LIMITATIONS**

2 Disclosure and discovery activity in this action may involve the production of
3 confidential, proprietary, or private information for which special protection from public
4 disclosure and from use for any purpose other than prosecuting this litigation may be
5 warranted. Accordingly, the parties hereby stipulate to and petition the Court to enter
6 the following Stipulated Protective Order. The parties acknowledge that this Stipulated
7 Protective Order does not confer blanket protections on all disclosures or responses to
8 discovery and that the protection it affords from public disclosure and use extends only
9 to the limited information or items that are entitled to confidential treatment under the
10 applicable legal principles. The parties further acknowledge, as set forth in Section 12.3,
11 below, that this Stipulated Protective Order does not entitle them to file confidential
12 information under seal; Civil Local Rule 79-5 sets forth the procedures that must be
13 followed and the standards that will be applied when a party seeks permission from the
14 court to file material under seal.

15 **2. DEFINITIONS**

16 2.1 Challenging Party: a Party or Non-Party that challenges the designation of
17 information or items under this Stipulated Protective Order.

18 2.2 “CONFIDENTIAL”: The designation “CONFIDENTIAL” may be applied
19 by a party to this ACTION or third party to any type of information which that party or
20 third party believes in good faith to contain trade secrets, competitively sensitive
21 technical, marketing, financial, or sales information or other proprietary or confidential
22 business information, private or confidential personal information, or information
23 received in confidence from a third party.

24 2.3 Consulting Counsel: Vernon Brown, Esq. and attorneys at the Law Offices
25 of Edward R. Grauer (as well as their respective support staffs).

26 2.4 Counsel (without qualifier): Outside Counsel of Record, Consulting
27 Counsel and House Counsel (as well as their support staff).

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 “CONFIDENTIAL.”

3 2.6 Disclosure or Discovery Material: all items or information, regardless of the
4 medium or manner in which it is generated, stored, or maintained (including, among
5 other things, testimony, transcripts, and tangible things), that are produced or generated
6 in disclosures or responses to discovery in this matter.

7 2.7 Expert: a person with specialized knowledge or experience in a matter
8 pertinent to the litigation who (1) has been retained by a Party or its Counsel to serve as
9 an expert witness or as a consultant in this action, and (2) is not a current employee of a
10 Party or of a Party’s competitor.

11 2.8 House Counsel: attorneys who are employees of a party to this action.
12 House Counsel does not include Outside Counsel of Record, Consulting Counsel or any
13 other outside counsel.

14 2.9 Non-Party: any natural person, partnership, corporation, association, or
15 other legal entity not named as a Party to this action.

16 2.10 Outside Counsel of Record: attorneys who are not employees of a party to
17 this action but are retained to represent or advise a party to this action and have appeared
18 in this action on behalf of that party or are affiliated with a law firm which has appeared
19 on behalf of that party, including support staff of Outside Counsel of Record.

20 2.11 Party: any party to this action, including all of its officers, directors,
21 employees, consultants, retained experts, and Outside Counsel of Record (and their
22 support staffs).

23 2.12 Producing Party: a Party or Non-Party that produces Disclosure or
24 Discovery Material in this action.

25 2.13 Professional Vendors: persons or entities that provide litigation support
26 services (e.g., photocopying, videotaping, translating, preparing exhibits or
27 demonstrations, and organizing, storing, or retrieving data in any form or medium) and
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1 their employees and subcontractors.

2 2.14 Protected Material: any Disclosure or Discovery Material that is designated
3 as “CONFIDENTIAL.”

4 2.15 Receiving Party: a Party that receives Disclosure or Discovery Material
5 from a Producing Party.

6 **3. SCOPE AND STATEMENT OF GOOD CAUSE**

7 The protections conferred by this Stipulated Protective Order cover not only
8 Protected Material (as defined above), but also (1) any information copied or extracted
9 from Protected Material; (2) all copies, excerpts, summaries, or compilations of
10 Protected Material; and (3) any testimony, conversations, or presentations by Parties or
11 their Counsel that might reveal Protected Material. However, the protections conferred
12 by this Stipulated Protective Order do not cover the following information: (a) any
13 information that is in the public domain at the time of disclosure to a Receiving Party or
14 becomes part of the public domain after its disclosure to a Receiving Party as a result of
15 publication not involving a violation of this Stipulated Protective Order, including
16 becoming part of the public record through trial or otherwise; (b) any information that
17 was lawfully possessed by the Receiving Party prior to the disclosure, or (c) any
18 information obtained by the Receiving Party after the disclosure from a source who
19 obtained the information lawfully and under no obligation of confidentiality to the
20 Designating Party. Any use of Protected Material at trial shall be governed by the orders
21 of the trial judge. This Order does not govern the use of Protected Material at trial.

22 The parties contend that they will be producing information that qualifies for
23 protection as “confidential” because such information includes personal, private,
24 proprietary information of, without limitation, private payment information and the
25 terms of private contracts to which one or more of the parties to this lawsuit are parties
26 that contain private business information. The public disclosure of such information
27 will, among other things, provide (i) specific personal information, including about
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1 payments that are private and should remain so, and (ii) specific information to
2 competitors of the parties and to artists, agents and managers, among others, who may in
3 the future negotiate with negotiate with one or more of the parties to this lawsuit and,
4 thereby, would provide them with a competitive advantage but for the entry of this
5 Stipulated Protective Order.

6 **4. DURATION**

7 Even after “Final Disposition” of this litigation, the confidentiality obligations
8 imposed by this Stipulated Protective Order shall remain in effect until a Designating
9 Party agrees otherwise in writing or a court order otherwise directs. “Final Disposition”
10 shall be deemed to be the later of (1) dismissal of all claims and defenses in this action,
11 with or without prejudice; and (2) final judgment herein after the completion and
12 exhaustion of, or, if applicable, expiration of the right to pursue, all appeals, rehearings,
13 remands, trials, or reviews of this action, including the time limits for filing any motions
14 or applications for extension of time pursuant to applicable law.

15 **5. DESIGNATING PROTECTED MATERIAL**

16 5.1 Exercise of Restraint and Care in Designating Material for Protection. Each
17 Party or Non-Party that designates information or items for protection under this
18 Stipulated Protective Order must take care to limit any such designation to specific
19 Disclosure or Discovery Material that qualifies so that other portions of the Disclosure or
20 Discovery Material for which protection is not warranted are not swept unjustifiably
21 within the ambit of this Stipulated Protective Order. Mass, indiscriminate, or routinized
22 designations are prohibited. Designations that are shown to be clearly unjustified or that
23 have been made for an improper purpose (e.g., to unnecessarily encumber or retard the
24 case development process or to impose unnecessary expenses and burdens on other
25 parties) are not permitted and expose the Designating Party to sanctions if such improper
26 designations are not reasonably withdrawn or corrected upon request by the Receiving
27 Party. If it after designating Disclosure or Discovery Material as Protected Material, the
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1 Designating Party believes that specific Disclosure or Discovery Material that it so
2 designated does not qualify for protection, that Designating Party shall promptly notify
3 all other parties that it is withdrawing the mistaken designation.

4 5.2 Manner and Timing of Designations. Except as otherwise provided in this
5 Stipulated Protective Order (see, e.g., second paragraph of section 5.2(a) below), or as
6 otherwise stipulated or ordered, Disclosure or Discovery Material that qualifies for
7 protection under this Order must be clearly designated before the material is disclosed or
8 produced. Designation in conformity with this Stipulated Protective Order requires:

9 (a) for information in documentary form (e.g., paper or electronic documents, but
10 excluding transcripts of depositions or other pretrial or trial proceedings), that the
11 Producing Party affix the legend “CONFIDENTIAL” to each page that contains
12 protected material.

13 A Party or Non-Party that makes original documents or materials available for
14 inspection need not designate them for protection until after the inspecting Party has
15 indicated which material it would like copied and produced. During the inspection and
16 before the designation, all of the material made available for inspection shall be deemed
17 “CONFIDENTIAL.” After the inspecting Party has identified the documents it wants
18 copied and produced, the Producing Party must determine which documents, or portions
19 thereof, qualify for protection under this Stipulated Protective Order. Then, before
20 producing the specified documents, the Producing Party must affix the appropriate
21 legend (i.e. “CONFIDENTIAL”) to each page that contains Protected Material.

22 (b) for testimony given in deposition or other pretrial proceedings, that the
23 Designating Party either:

- 24 (i) identify on the record, before the close of the deposition or other
25 pretrial proceeding, all “CONFIDENTIAL” testimony, by specifying
26 all portions of the Testimony that qualify as “CONFIDENTIAL;” or
27 (ii) designate the entirety of the testimony at the deposition or pretrial
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1 proceeding as “CONFIDENTIAL” (before the deposition or pretrial
2 proceeding is concluded) with the right to identify more specific
3 portions of the testimony as to which protection is sought within 20
4 days following receipt of the transcript of the testimony. In
5 circumstances where portions of the deposition or other pretrial
6 testimony are designated for protection, the transcript pages
7 containing “CONFIDENTIAL” Information may be separately bound
8 by the court reporter, who must affix to the top of each page the
9 legend “CONFIDENTIAL,” as instructed by the Designating Party.

10 (c) for information produced in some form other than documentary and for any
11 other tangible items, that the Producing Party affix in a prominent place on the exterior
12 of the container or containers in which the information or item is stored the legend “
13 CONFIDENTIAL.” If only a portion or portions of the information or item warrant
14 protection, the Producing Party, to the extent practicable, shall identify the protected
15 portion(s).

16 5.3 Inadvertent Failures to Designate. If corrected by written notice to all
17 Receiving Parties provided promptly after the Designating Party learns of the Disclosure
18 or Discovery Material that should have been designated, an inadvertent failure to
19 designate qualified information or items does not waive the Designating Party’s right to
20 secure protection under this Stipulated Protective Order for such material (and for any
21 other information concerning the same or related subject matter). Upon timely correction
22 of a designation, the Receiving Parties must make reasonable efforts to assure that the
23 material is treated in accordance with the provisions of this Stipulated Protective Order.

24 **6. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

25 6.1 Timing of Challenges. Any Party or Non-Party may challenge a designation
26 of confidentiality at any time that is consistent with the Court’s Scheduling Order.
27 Unless a prompt challenge to a Designating Party’s confidentiality designation is
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1 necessary to avoid foreseeable, substantial unfairness, unnecessary economic burdens, or
2 a significant disruption or delay of the litigation, a Party does not waive its right to
3 challenge a confidentiality designation by electing not to mount a challenge promptly
4 after the original designation is disclosed.

5 6.2 Meet and Confer. The Challenging Party shall initiate the dispute resolution
6 process by providing written notice of each designation it is challenging and describing
7 the basis for each challenge. To avoid ambiguity as to whether a challenge has been
8 made, the written notice must recite that the challenge to confidentiality is being made in
9 accordance with this Stipulated Protective Order. The parties shall attempt to resolve
10 each challenge in good faith and must begin the process by conferring directly (in voice
11 to voice dialogue; other forms of communication are not sufficient) within 14 days of the
12 date of service of notice. In conferring, the Challenging Party must explain the basis for
13 its belief that the confidentiality designation was not proper and must give the
14 Designating Party an opportunity to review the designated material, to reconsider the
15 circumstances, and, if no change in designation is offered, to explain the basis for the
16 chosen designation. A Challenging Party may proceed to the next stage of the challenge
17 process only if it has engaged in this meet and confer process first or establishes that the
18 Designating Party is unwilling to participate in the meet and confer process in a timely
19 manner.

20 6.3 Judicial Intervention. If the Parties cannot resolve a challenge without court
21 intervention, the Designating Party shall file and serve a motion to retain confidentiality
22 under Civil Local Rule 7 (and in compliance with Civil Local Rule 79-5) within 21 days
23 of the initial notice of challenge or within 14 days of the parties agreeing that the meet
24 and confer process will not resolve their dispute, whichever is later. Each such motion
25 must be accompanied by a competent declaration affirming that the movant has
26 complied with the meet-and-confer requirements imposed in the preceding paragraph.
27 Failure by the Designating Party to make such a motion including the required
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1 declaration within the applicable time period shall automatically waive the
2 confidentiality designation for each challenged designation. In addition, the Challenging
3 Party may file a motion challenging a confidentiality designation at any time if there is
4 good cause for doing so, including a challenge to the designation of a deposition
5 transcript or any portions thereof. Any motion brought pursuant to this provision must
6 be accompanied by a competent declaration affirming that the movant has complied with
7 the meet and confer requirements imposed by the preceding paragraph.

8 The burden of persuasion in any such challenge proceeding shall be on the
9 Designating Party. Unless the Designating Party has waived the confidentiality
10 designation by failing to file a motion to retain confidentiality as described above, all
11 parties shall continue to afford the material in question the protection to which it is
12 entitled under the Producing Party's designation until the court rules on the challenge.

13 Frivolous challenges, and those made for an improper purpose (e.g., to harass or
14 impose unnecessary expenses and burdens on other parties) may expose the Challenging
15 Party to sanctions.

16 **7. ACCESS TO AND USE OF PROTECTED MATERIAL**

17 7.1 Basic Principles. A Receiving Party may use Protected Material that is
18 disclosed or produced by another Party or by a Non-Party in connection with this case
19 only for prosecuting, defending, or attempting to settle this litigation. Such Protected
20 Material may be disclosed only to the categories of persons and under the conditions
21 described in this Stipulated Protective Order. When the litigation has been terminated, a
22 Receiving Party must comply with the provisions of section 13.

23 Protected Material must be stored and maintained by a Receiving Party at a
24 location and in a secure manner that ensures that access is limited to the persons
25 authorized under this Stipulated Protective Order.

26 7.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless otherwise
27 ordered by the court or permitted in writing by the Designating Party, a Receiving Party

1 may disclose any information or item designated “CONFIDENTIAL” only to:

2 (a) the Receiving Party’s Outside Counsel of Record, as well as employees of
3 said Outside Counsel of Record to whom it is reasonably necessary to disclose the
4 information for this litigation;

5 (b) Consulting Counsel, as well as employees of said Consulting Counsel to
6 whom it is reasonably necessary to disclose the information for this litigation;

7 (c) the officers, directors, and employees (including House Counsel) of the
8 Receiving Party to whom disclosure is reasonably necessary for this litigation and who
9 have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

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

13 (d) the Court and its personnel;

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

17 (f) any deposition or other pre-trial witness who previously has had access to
18 the applicable Protected Materials or who is currently an officer, director, partner,
19 member, employee or agent of a Party that has access to such Protected Materials;

20 (g) any deposition or other pre-trial witness to whom disclosure is reasonably
21 necessary and who has signed the “Acknowledgment and Agreement to Be Bound”
22 (Exhibit A), unless (i) such signature is not required by the Designating Party (in such
23 event, the material disclosed shall retain its status as Protected Material), or (ii) ordered
24 by the Court. Pages of transcribed deposition testimony or exhibits to depositions that
25 reveal Protected Material must be separately bound by the court reporter and may not be
26 disclosed to anyone except as permitted under this Stipulated Protective Order;

27 (h) mock jury participants who have signed the “Acknowledgment and
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1 Agreement to Be Bound” (Exhibit A); and

2 (g) the author or recipient of a document containing the information or a
3 custodian or other person who otherwise possessed or knew the information.

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

6 If a Party is served with a subpoena or a court order issued in other litigation that
7 compels disclosure of any information or items designated in this action as
8 “CONFIDENTIAL”, that Party must:

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

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

15 (c) cooperate with respect to all reasonable procedures sought to be pursued by the
16 Designating Party whose Protected Material may be affected.

17 If the Designating Party timely seeks a protective order in any such other
18 litigation, the Party served with the subpoena or court order in such other litigation shall
19 not produce any information designated in this action as “CONFIDENTIAL” before a
20 determination by the court from which the subpoena or order issued, unless the Party has
21 obtained the Designating Party’s permission. The Designating Party shall bear the
22 burden and expense of seeking protection in that court of its confidential material.
23 Nothing in this Stipulated Protective Order should be construed as authorizing or
24 encouraging a Receiving Party in this action to disobey a lawful directive from another
25 court.

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

1 (a) The terms of this Stipulated Protective Order are applicable to information
2 produced by a Non-Party in this action and designated as “ CONFIDENTIAL.” Any
3 such designation shall also function as a consent by such producing Party to the
4 authority of the Court in the action to resolve any motion or other application made by
5 any person or Party with respect to such designation. Nothing in this Stipulated
6 Protective Order should be construed as prohibiting a Non-Party from seeking additional
7 protections.

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

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

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

18 (iii) make the information requested available for inspection by the Non-
19 Party.

20 (c) If the Non-Party fails to object or seek a protective order from this court
21 within 14 days of receiving the notice and accompanying information, the Receiving
22 Party may produce the Non-Party’s confidential information responsive to the discovery
23 request. If the Non-Party timely seeks a protective order, the Receiving Party shall not
24 produce any information in its possession or control that is subject to the confidentiality
25 agreement with the Non-Party before a determination by the court. Absent a court order
26 to the contrary, the Non-Party shall bear the burden and expense of seeking protection in
27 this court of its Protected Material.

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

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

11 **11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE**
12 **PROTECTED MATERIAL**

13 When a Producing Party gives notice to Receiving Parties that certain
14 inadvertently produced material is subject to a claim of privilege or other protection, the
15 obligations of the Receiving Parties are those set forth in Federal Rule of Civil
16 Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure
17 may be established in an e-discovery order that provides for production without prior
18 privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the
19 parties reach an agreement on the effect of disclosure of a communication or information
20 covered by the attorney-client privilege or work product protection, the parties may
21 incorporate their agreement in the stipulated protective order submitted to the Court.

22 **12. MISCELLANEOUS**

23 12.1 Right to Further Relief. Nothing in this Stipulated Protective Order abridges
24 the right of any person to seek its modification by the Court in the future.

25 12.2 Right to Assert Other Objections. By stipulating to the entry of this
26 Stipulated Protective Order, no Party waives any right it otherwise would have to object
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1 to disclosing or producing any information or item on any ground not addressed in this
2 Stipulated Protective Order. Similarly, no Party waives any right to object on any
3 ground to use in evidence of any of the material covered by this Stipulated Protective
4 Order.

5 12.3 Filing Protected Material. Without written permission from the Designating
6 Party or a Court order secured after appropriate notice to all interested persons, a Party
7 may not file in the public record in this action any Protected Material. A Party that seeks
8 to file under seal any Protected Material must comply with Civil Local Rule 79-5.
9 Protected Material may only be filed under seal pursuant to a Court order authorizing the
10 sealing of the specific Protected Material at issue. Pursuant to Civil Local Rule 79-5, a
11 sealing order will issue only upon a request establishing that the Protected Material at
12 issue is privileged, protectable as a trade secret, or otherwise entitled to protection under
13 the law. If a Receiving Party's request to file Protected Material under seal pursuant to
14 Civil Local Rule 79-5 is denied by the Court, then the Receiving Party may file the
15 Protected Material in the public record unless otherwise instructed by the Court.

16 **13. FINAL DISPOSITION**

17 Within 60 days after the “Final Disposition” of this action, as such term is defined
18 in Section 4, each Receiving Party must return all Protected Material to the Producing
19 Party or destroy such material. As used in this subdivision, “all Protected Material”
20 includes all copies, abstracts, compilations, summaries, and any other format
21 reproducing or capturing any of the Protected Material. Whether the Protected Material
22 is returned or destroyed, the Receiving Party must submit a written certification to the
23 Producing Party (and, if not the same person or entity, to the Designating Party) by the
24 60-day deadline that (1) identifies (by category, where appropriate) all the Protected
25 Material that was returned or destroyed and (2) affirms that the Receiving Party has not
26 retained any copies, abstracts, compilations, summaries or any other format reproducing
27 or capturing any of the Protected Material. Notwithstanding this provision, Counsel are
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1 entitled to retain an archival copy of all pleadings, motion papers, trial, deposition, and
2 hearing transcripts, legal memoranda, correspondence, deposition and trial exhibits,
3 expert reports, attorney work product, and consultant and expert work product, even if
4 such materials contain Protected Material. Any such archival copies that contain or
5 constitute Protected Material remain subject to this Stipulated Protective Order as set
6 forth in Section 4.

7
8 **IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD**

9 DATED: June 3, 2015 SINGH, SINGH & TRAUBEN, LLP

10 By: /s/ Michael A. Trauben
11 Michael A. Trauben (SBN: 277557)

12 Attorneys for Plaintiff
13 Grassroots Productions II, Inc.

14
15
16 DATED: June 3, 2015 DOUGLAS / HICKS LAW, APC

17 By: /s/ Jamon R. Hicks
18 Jamon R. Hicks (SBN: 232747)

19 Attorneys for Defendant
20 Young Money Entertainment, LLC

21 DATED: June 3, 2015 FOX ROTHSCHILD LLP

22
23 By: /s/ Alan R. Friedman
24 Alan R. Friedman (SBN: 241904)
25 Aaron B. Craig (SBN: 204741)

26 Attorneys for Defendant
27 Cash Money Records, Inc.

1 The undersigned hereby attests, pursuant to Local Rule 5-4.3.4(a)(2)(i), that all
2 other listed signatories on whose behalf this filing is submitted concur in the filing's
3 content and have authorized the filing.

4 DATED: June 3, 2015

Respectfully submitted,

5
6 SINGH, SINGH & TRAUBEN, LLP

7 By: /s/ Michael A. Trauben

8 Michael A. Trauben

9 Attorneys for Plaintiff

10 Grassroots Productions II, Inc.

11 **FOR GOOD CAUSE SHOWN, IT IS SO ORDERED**

12
13
14 / S / Alka Sagar

15 HONORABLE ALKA SAGAR
16 UNITED STATES MAGISTRATE JUDGE

June 4, 2015

DATED

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
5 penalty of perjury that I have read in its entirety and understand the Stipulated Protective
6 Order that was issued by the United States District Court for the Central District of
7 California on [_____] in the case of Grassroots Productions II, Inc.
8 v. Young Money Entertainment, LLC and Cash Money Records, Inc., Case No. CV14-
9 02807-GW(ASx). I agree to comply with and to be bound by all the terms of this
10 Stipulated Protective Order and I understand and acknowledge that failure to so comply
11 could expose me to sanctions and punishment in the nature of contempt. I further agree
12 to submit to the jurisdiction of the United States District Court for the Central District of
13 California for the purpose of enforcing the terms of this Stipulated Protective Order,
14 even if such enforcement proceedings occur after termination of this action.

15
16 Date: _____

17
18 City and State where sworn and signed: _____

19
20 Printed name: _____

21 [printed name]

22
23 Signature: _____

24 [signature]