

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

NOTE: CHANGES MADE BY THE COURT

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

THE RECEIVABLES EXCHANGE, LLC., a limited liability company,
Plaintiff,

vs.

TRMUSICGROUP, a Nevada corporation; TEDDY RILEY, an individual; LAURA RILEY, an individual; STORM DUBOIS, an individual; and DOES 1 through 10, inclusive,
Defendants

Case No.: 2:14-cv-09219-DSF-FFMx

PROTECTIVE ORDER

Upon stipulation of the parties and good cause appearing therefore,
IT IS HEREBY ORDERED, that the Court approves the parties Stipulated Protective Order and enters a Protective Order in this matter subject to the following terms:

PROTECTIVE ORDER

1. In connection with discovery proceedings, in this action, the parties may designate any document, thing, material, testimony or other information derived therefrom, as “Confidential” under the terms of this Stipulated Protective Order (hereinafter “Order”). Confidential information is information which has not been made public, the disclosure of which information would subject any person, firm,

1 partnership, corporation, or organization to unwarranted annoyance,
2 embarrassment, and/or oppression; or would infringe on the right to privacy of any
3 person.

4 2. By designating a document, thing, material, testimony, or other information
5 derived therefrom as “confidential” under the terms of this order, the party making
6 the designation is certifying to the court that there is a good faith basis both in law
7 and in fact for the designation within the meaning of Federal Rule of Civil
8 Procedure 26(g).

9 3. Confidential documents shall be so designated by stamping copies of the
10 document produced to a party within the legend “CONFIDENTIAL.” Stamping
11 the legend “CONFIDENTIAL” on the cover of any multipage document shall
12 designate all pages of the document as confidential, unless otherwise indicated by
13 the producing party.

14 4. Testimony taken at deposition, ~~conference, hearing or trial~~ may be
15 designated as confidential by making a statement to that effect of the record at the
16 deposition ~~or other proceeding~~. (FFM) Arrangements shall be made with the
17 court reporter taking and transcribing such proceeding to separately bind such
18 portions of the transcript containing information designated as confidential, and to
19 label such portions appropriately.

20 5. Material designated as confidential under this Order, the information
21 contained therein, and any summaries, copies, abstracts, or other documents
22 derived in whole or in part from material designated as confidential (hereinafter
23 “Confidential Material”) shall be used only for the purpose of the prosecution,
24 defense, or settlement of this action, and for no other purpose.

25 6. Confidential Material produced pursuant to this Order may be disclosed or
26 made available only to the Court, to counsel for a party (including paralegal,
27 clerical and secretarial staff employed by such counsel), and to the “qualified
28 persons” designated below:

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

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

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

8 (d) a witness at any deposition or other proceeding in this action; and

9 (e) any other persons as to whom the parties in writing agree.

10 Prior to receiving any Confidential Material, such “qualified person” shall be
11 provided with a copy of this Order and shall execute a nondisclosure agreement in
12 the form of Attachment A, a copy of which shall be provided forthwith to counsel
13 for each other party and for the parties.

14 7. Any further Depositions which may disclose the Confidential Material
15 and/or Information shall be taken only in the presence of qualified persons.

16 8. If Confidential Material, including any portion of a deposition transcript
17 designated as Confidential, is included in any papers to be filed in Court, such
18 papers shall be labeled “Confidential—Subject to Court Order” and **submitted**
19 **with an application for filing** ~~filed~~ under seal **pursuant to Local Rule 79** ~~until~~
20 ~~further order of this Court.~~ **(FFM)**

21 9. In the event that any Confidential Material is used in any court proceeding in
22 this action, ~~it shall not lose its confidential status through such use, and~~ the party
23 using such shall take all reasonable steps to maintain its confidentiality during such
24 use. **(FFM)**

25 10. This Order shall be without prejudice to the right of the parties (i) to bring
26 before the Court at any time the question of whether any particular document or
27 information is confidential or whether its use should be restricted or (ii) to present
28 a motion to the Court under FRCP 26(c) for a separate protective order as to any

1 particular document or information, including restrictions differing from those as
2 specified herein. This Order shall not be deemed to prejudice the parties in any
3 way in any future application for modification of this Order.

4 11. This Order is entered solely for the purpose of facilitating the exchange of
5 documents and information between the parties to this action without involving the
6 Court unnecessarily in the process. Nothing in this Order nor the production of
7 any information or document under the terms of this Order nor any proceedings
8 pursuant to this Order shall be deemed to have the effect of an admission or waiver
9 by either party or of alerting the confidentiality or nonconfidentiality of any such
10 document or information or altering any existing obligation of any party or the
11 absence thereof.

12 12. This Order shall survive the final termination of this action, to the extent that
13 the information contained in Confidential Material is not or does not become
14 known to the public, and the Court shall retain jurisdiction to resolve any dispute
15 concerning the use of the information disclosed hereunder. Upon termination of
16 this case, counsel for the parties shall assemble and return to each other all
17 documents, material and deposition transcripts designated as confidential and all
18 copies of the same, or shall certify the destruction thereof.

19 **If a party to whom Confidential Material has been produced is**
20 **subpoenaed or ordered by another court or administrative agency to produce**
21 **information that is subject to this protective order, such party shall notify**
22 **promptly the party who produced the material of the pending subpoena or**
23 **order. It is the producing party's responsibility to take whatever action it**
24 **deems appropriate to challenge the subpoena or order in the issuing court or**
25 **agency. The party subject to the subpoena or order shall not produce any**
26 **Confidential Materials in advance of the date required by the subpoena or**

27 ///

28 ///

1 **order. Nothing herein shall be construed as relieving anyone subject to this**
2 **order from any obligation to comply with a validly issued subpoena or order.**

3 **(FFM)**

4
5 DATED: October 20, 2015

6
7 /S/ FREDERICK F. MUMM
8 Hon. Frederick F. Mumm
9 MAGISTRATE JUDGE
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

1 **ATTACHMENT A**
2 **NONDISCLOSURE AGREEMENT**
3

4 I, _____ do solemnly swear that I am fully familiar with the
5 terms of the Stipulated protective Order entered in *The Receivables Exchange, LLC*
6 *v. TR Music Group, et al*, United States District Court, Central District of
7 California, Case No. 2:14-cv-09219-DSF-FFM, and hereby agree to comply with
8 and be bound by the terms and conditions of said Order unless and until modified
9 by further Order of this Court. I hereby consent to the jurisdiction of said Court for
10 purposes of enforcing this Order.
11

12 Dated: _____
13 _____
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28