

1 **LEWIS BRISBOIS BISGAARD & SMITH LLP**  
 2 CRAIG HOLDEN, SB# 174643  
 3 E-Mail: Craig.Holden@lewisbrisbois.com  
 4 633 West 5<sup>th</sup> Street, Suite 4000  
 5 Los Angeles, California 90071  
 6 Telephone: 213.250.1800  
 7 Facsimile: 213.250.7900

8 Attorneys for Defendants UNIVERSAL MUSIC GROUP, INC.,  
 9 DEF JAM RECORDS, INC., MAYBACH MUSIC GROUP, LLC,  
 10 and WILLIAM L. ROBERTS II

NOTE CHANGES MADE BY THE COURT.

11 UNITED STATES DISTRICT COURT  
 12 CENTRAL DISTRICT OF CALIFORNIA, WESTERN DIVISION

13 RAUL CAIZ,  
 14 Plaintiff,  
 15 vs.

CASE NO. 2:15-CV-9044 RSWL (AGR<sub>x</sub>)  
**STIPULATED PROTECTIVE ORDER;**

16 WILLIAM LEONARD ROBERTS II, aka  
 17 MASTERMIND aka RICK ROSS, an  
 18 individual; UNIVERSAL MUSIC GROUP,  
 19 INC., a California Corporation; DEF JAM  
 20 RECORDS, INC., a Delaware Corporation;  
 21 MAYBACH MUSIC GROUP, LLC, a Florida  
 22 Limited Liability Company and DOES 1-10,  
 23 inclusive,  
 24 Defendants.

NOTE CHANGES MADE BY THE COURT.

The Hon. Ronald S.W. Lew  
 Complaint Filed: November 11, 2015  
 Trial Date: None Set

25 This Stipulation is entered into between Plaintiff RAUL CAIZ ("Plaintiff"), and  
 26 Defendants WILLIAM LEONARD ROBERTS II, UNIVERSAL MUSIC GROUP, INC., DEF  
 27 JAM RECORDS, INC., MAYBACH MUSIC GROUP, LLC, ("Defendants") (collectively  
 28 hereinafter referred to as the "Parties.") The Parties by and through their respective attorneys of  
 record hereby agree and stipulate as follows:

**RECITALS**

WHEREAS in this Action, the Parties believe that they will or may be required to produce  
 or disclose in this Action, and that non-parties may produce or disclose, information that is alleged

**LEWIS  
 BRISBOIS  
 BISGAARD  
 & SMITH LLP**  
 ATTORNEYS AT LAW

4851-2712-5807.1

2:15-CV-9044 RSWL (AGR<sub>x</sub>)

STIPULATED PROTECTIVE ORDER;

1 to be confidential, proprietary, trade secret, and/or of a private or personal nature and that, if  
2 disclosed in this Action without restriction on its use or further disclosure, may cause  
3 disadvantage, harm, damage and loss to the disclosing Party or to the disclosing non-party.

4 **WHEREAS** without prejudice to any Party's right to object or resist disclosure or  
5 designation of such categories of information on any grounds, the Parties currently anticipate that  
6 categories of such trade secret, proprietary, confidential and/or private documents and other  
7 information that may be disclosed in discovery by the Parties and by non-parties will or may  
8 include:

- 9 (1) Private or confidential customer, patient, contractor or vendor information;
- 10 (2) Specific terms of agreements with, and information received from third parties that  
11 a Party is required to disclose only under conditions of confidentiality;
- 12 (3) Personal or private financial, patient or business information, and confidential  
13 financial or business or customer data that is not known generally to the trade or to  
14 competitors, including customer data, business data, and financial data; and
- 15 (4) Business plans, marketing strategies and information that are not known generally  
16 to the trade or to competitors, including non-public information relating to clients,  
17 customers, contractors and/or vendors.

18 **WHEREAS** the Parties intend to, and have already, propounded requests for production of  
19 documents, requests for admissions, form and special interrogatories upon each other, which  
20 request documents and other information which contain nonpublic and sensitive personal  
21 information of individual persons, trade secrets, confidential research, developments, commercial  
22 financial information and/or any other proprietary, confidential, or competitively sensitive  
23 business information.

24 **WHEREAS** the Parties agree that a protective order is necessary to maintain the status  
25 quo until a determination can be made as to whether such documents are properly subject to  
26 protection.

27 **WHEREAS** the Parties require the information contained in these documents for  
28 prosecution and defense of this lawsuit.



1 LEONARD ROBERTS II, et al., United States District Court for the Central District of California,  
2 Case No. 2:15-CV-9044 (RSWL (AGRx) (this "ACTION"), and any other proceedings relating to  
3 the ACTION, and shall not be used for any other purpose whatsoever, and shall not be used or  
4 disclosed in any cases designated as "related" cases under state or federal law.

5 5. By producing the CONFIDENTIAL documents, producing Parties do not waive  
6 any objection to the CONFIDENTIAL documents admissibility, relevance, or any other ground of  
7 objection, all of which grounds are specifically reserved.

8 6. The CONFIDENTIAL documents and any copies, summaries, extracts, notes or  
9 memoranda relating thereto may be disclosed by counsel of record for the Parties to this ACTION  
10 only to the following:

- 11 a. The Parties, their officers, employees, and agents who are working on this  
12 specific case;
- 13 b. Counsel of record for the Parties, counsel's employees, and/or agents who  
14 are working on this specific case;
- 15 c. Consultants and experts employed by counsel of record for the purpose of  
16 assisting in the preparation for and/or trial of this specific case but only to  
17 the extent such persons need such confidential information for that  
18 preparation;
- 19 d. The court and court personnel;
- 20 e. Employees of outside copy services used to make copies of  
21 CONFIDENTIAL documents;
- 22 ~~f. The jury selected for trial in this matter (if any); and,~~
- 23 g. Any other person under such terms as may be agreed by the Parties in  
24 writing or as the court may hereafter order.

25 7. Each person, other than the <sup>court,</sup> parties or their counsel, to whom information  
26 designated as CONFIDENTIAL is disclosed shall be informed of the terms of this Protective  
27 Order and agree to be bound by it before disclosure to such persons of any such information. The  
28 persons described in Paragraph 6(g) shall not have access to either CONFIDENTIAL information,

1 as the case may be, until they have certified that they have read this Protective Order and have  
2 manifested their assent to be bound thereby by signing a copy of the Assurance of Compliance  
3 attached hereto as Exhibit A. Once a person has executed such an Assurance of Compliance, it  
4 shall not be necessary for that person to sign a separate Assurance of Compliance each time that  
5 person is subsequently given access to confidential material.

6 8. Any Party wishing to attach a CONFIDENTIAL document as an exhibit to any  
7 deposition in this ACTION shall inform the court reporter or transcriber who reports or transcribes  
8 testimony about this Protective Order before the beginning of the deposition. Portions of  
9 deposition transcripts marked "CONFIDENTIAL" shall be treated as if they were the  
10 CONFIDENTIAL documents.

11 9. In the event the CONFIDENTIAL document and portions of transcripts designated  
12 as CONFIDENTIAL, either by agreement among counsel or by order of the court, are deposited  
13 with the court, they shall be filed in an envelope bearing the caption of this matter and the  
14 "CONFIDENTIAL" notation.

15 10. In the event that the CONFIDENTIAL documents or portions or transcripts  
16 designated as CONFIDENTIAL are deposited with the court or used in connection with any filing  
17 or proceeding in this ACTION, the ~~CONFIDENTIAL~~ <sup>parties shall comply with Local Rule 79-5</sup> documents shall be filed in an envelope  
18 ~~bearing the caption of this matter and the notation "CONFIDENTIAL."~~ <sup>and file an application to file under seal.</sup> Said documents will be  
19 ~~filed under seal with the Court. The Parties shall comply with the governing rules for filing~~  
20 ~~matters under seal.~~

21 11. The Protective Order, its terms, the designation of a transcript as  
22 CONFIDENTIAL, the designation of documents as CONFIDENTIAL, or of the fact that material  
23 is confidential shall not be admissible during trial and shall not be communicated to the jury.

24 12. All CONFIDENTIAL documents, including all copies and information obtained  
25 from such CONFIDENTIAL documents shall, subject to the provisions hereof, be used by the  
26 person receiving them only in connection with prosecuting or defending persons or entities named  
27 in and in connection with this action. CONFIDENTIAL documents shall not be used for any  
28 business, competitive, or other purposes, and shall not be disclosed to any person or entity, except

1 as provided herein. However, the Protective Order is not intended to apply to documents or  
2 information that is or was already publicly available, or documents or information already  
3 possessed by a person without restriction on use or disclosure.

4 13. In the event that a Party receiving material designated as CONFIDENTIAL  
5 disagrees with such a designation, that Party shall serve written notice of objection to the Party  
6 designating the material CONFIDENTIAL. The Parties shall then attempt in good faith to resolve  
7 the dispute. The party designating the material CONFIDENTIAL shall have the burden of proof  
8 to establish that the material is CONFIDENTIAL, and the prevailing party in any motion before  
9 the court to establish material as CONFIDENTIAL or challenge it as CONFIDENTIAL <sup>shall</sup> ~~shall~~ be (stet)  
10 entitled to their attorneys fees and costs for said motion. If the Parties are unable to come to a  
11 resolution after a good faith attempt to resolve the dispute, the Party making the designation,  
12 within 10 days of notice of objection, shall arrange a conference with the court, to resolve the  
13 dispute, if possible, or proceed with a noticed motion (or ex parte application if warranted) to  
14 resolve the dispute. The designation may not be disregarded unless and until it is ordered changed  
15 by the court; however, if the designating party fails to meet and confer or move for a protective  
16 order, then the <sup>designating</sup> ~~challenging~~ party may be subject to sanctions for making a bad faith designation or  
17 for failing to meet and confer or otherwise comply with the terms of this protective order.

18 14. The parties, their counsel and all others bound by this agreement agree that upon  
19 coming across material from an adversary that is apparently confidential or privileged, and that  
20 appears was disclosed inadvertently, the lawyer (including those the materials have been shared  
21 with) has a duty to: (1) examine the material only to the extent necessary to determine that it is  
22 privileged or confidential; (2) immediately notify the sender of the lawyer's possession; and (3)  
23 attempt to resolve the dispute informally, or refrain from using the material until further court  
24 order. ~~See Rieco v. Mitsubishi Motors Corp., 42 Cal. 4th 807 (2007) (California Supreme Court~~  
25 ~~defining a lawyer's ethical duties when coming across material from an adversary that is obviously~~  
26 ~~confidential or privileged and it appears that the material was disclosed inadvertently); Federal~~  
27 ~~Rules of Evidence Section 502.~~

28 15. Upon final determination of this action, whether by judgment or settlement or

1 otherwise, including all appeals:

2 a. The Parties counsel of record and any other person who has received  
3 DOCUMENTS designated as CONFIDENTIAL shall, at the recipient's  
4 discretion, maintain, destroy or, if requested by the producing Party's  
5 counsel, assemble and return to the producing Party's counsel all  
6 CONFIDENTIAL documents so produced, along with all copies, extracts,  
7 summaries and compilations thereof, except material constituting the work  
8 product of any counsel, which shall be kept confidential thereafter. If  
9 returning the documents, each Party shall select and arrange with a  
10 messenger service to pick up and return the DOCUMENTS to the  
11 respective Party's counsel;

12 b. Counsel of record will continue to protect the confidentiality of information  
13 contained in CONFIDENTIAL documents retained under (a) above; and,

14 c. ~~The clerk of the court shall be requested to return to the disclosing parties~~  
15 ~~all CONFIDENTIAL documents, which have been filed with the court.~~

(AGR)

16 16. The execution of this Protective Order shall not preclude any party from moving  
17 the court for protective orders in the course of this litigation, from modifying or expanding this  
18 Protective Order as needed or from objecting to discovery that it believes to be improper.

19 17. This Protective Order is subject to amendment and modification by further written  
20 stipulation among counsel of record in this action or by order of the court.

21 ///

22

23

24

25

26

27

28 ///

LEWIS  
BRISBOIS  
BIGGAARD  
& SMITH LLP  
ATTORNEYS AT LAW

1 18. Any parties added to this action subsequent to this Protective Order shall be bound  
2 by this Protective Order. Any non-parties wishing protection by the order shall execute and serve a  
3 copy of Exhibit "B" on all parties. The order shall thereby bind them and the other parties with  
4 respect to them.

5 The Parties to this agreement may exercise any rights they may have, at law or in equity, to  
6 enforce its terms.

7 **IT IS SO STIPULATED.**

8 DATED: March 31, 2016

LEWIS BRISBOIS BISGAARD & SMITH LLP

9  
10 By: 

CRAIG E. HOLDEN  
Attorneys for Defendants UNIVERSAL MUSIC  
GROUP, INC., DEF JAM RECORDS, INC.,  
MAYBACH MUSIC GROUP, LLC,  
and WILLIAM L. ROBERTS II

11  
12  
13  
14 DATED: March 30, 2016

SANDS & ASSOCIATES

15  
16 By: 

HELEN E. SUYDAM  
KRIS DEMIRJIAN  
Attorneys for Plaintiff RAUL CAIZ

17  
18  
19  
20 DATED: March 30, 2016

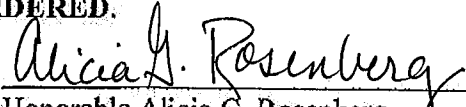
DEMIRJIAN LAW OFFICES

21  
22  
23  
24 By: 

SEVAG DEMIRJIAN  
Attorneys for Plaintiff RAUL CAIZ

25  
26 **FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.**

27 DATED: April 1, 2016

  
Honorable Alicia G. Rosenberg  
United States District/Magistrate Judge



1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

EXHIBIT A  
ASSURANCE OF COMPLIANCE

I, \_\_\_\_\_, under penalty of perjury under the laws of the State of California, declare and state as follows:

I reside at \_\_\_\_\_, in the City/County of \_\_\_\_\_ and State/Country of \_\_\_\_\_;

I have read the annexed Stipulated Protective Order, ("Protective Order") dated \_\_\_\_\_ in this action entitled *RAUL CAIZ, et al. v. WILLIAM LEONARD ROBERTS II., et al.*, Case No. 2:15-CV-9044 RSWL (AGRx), which currently is pending in the United States District Court for the Central District of California; that I am familiar with and agree to comply with and be bound by the provisions of that Protective Order;

I will not divulge to persons other than those specifically authorized by the Protective Order, and will not copy or use any Litigation Materials designated as CONFIDENTIAL except solely as permitted by the Protective Order; and

I consent to the jurisdiction of the aforementioned court, for the purpose of enforcing said Protective Order, enjoining any violation or threatened violation of the Protective Order or seeking damages for the breach of said Protective Order.

\_\_\_\_\_  
(Signature)

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

EXHIBIT B

JOINDER IN STIPULATED PROTECTIVE ORDER

I, \_\_\_\_\_, under penalty of perjury under the laws of the State of California, declare and state as follows:

I reside at \_\_\_\_\_, in the City/County of \_\_\_\_\_ and State/Country of \_\_\_\_\_;

I have read the annexed Stipulated Protective Order, ("Protective Order") dated \_\_\_\_\_ in this action entitled *RAUL CAIZ, et al. v. WILLIAM LEONARD ROBERTS II., et al.*, Case No. 2:15-CV-9044 RSWL (AGRx), which currently is pending in the United States District Court for the Central District of California; that I am familiar with and agree to comply with and be bound by the provisions of that Protective Order and request that the other parties be similarly bound with respect to any data I produce.;

I will not divulge to persons other than those specifically authorized by the Protective Order, and will not copy or use any Litigation Materials designated as CONFIDENTIAL except solely as permitted by the Protective Order; and

I consent to the jurisdiction of the aforementioned court, for the purpose of enforcing said Protective Order, enjoining any violation or threatened violation of the Protective Order or seeking damages for the breach of said Protective Order.

(Signature) \_\_\_\_\_

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

**FEDERAL COURT PROOF OF SERVICE**  
*Caiz v Maybach - Case No. 2:15-cv-9044*

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

At the time of service, I was over 18 years of age and not a party to the action. My business address is 633 West 5th Street, Suite 4000, Los Angeles, CA 90071. I am employed in the office of a member of the bar of this Court at whose direction the service was made.

On March 31, 2016, I served the following document(s):

**STIPULATED PROTECTIVE ORDER; AND [PROPOSED] ORDER**

I served the documents on the following persons at the following addresses (including fax numbers and e-mail addresses, if applicable):

**SEE ATTACHED SERVICE LIST**

The documents were served by the following means:

(BY COURT'S CM/ECF SYSTEM) Pursuant to Local Rule, I electronically filed the documents with the Clerk of the Court using the CM/ECF system, which sent notification of that filing to the persons listed above.

I declare under penalty of perjury under the laws of the United States of America and the State of California that the foregoing is true and correct.

Executed on March 31, 2016, at Los Angeles, California.

*/s/ Linda Aguirre*  
Linda Aguirre

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

**SERVICE LIST**  
*Caiz v Maybach*  
2:15-cv-9044

|   |   |
|---|---|
| Heleni E. Suydam, Esq.<br>Kris Demirjian, Esq.<br>Sands & Associates, APC<br>232 N. Canon Drive<br>First Floor<br>Beverly Hills, CA 90210 | Tel: 310-859-6644<br>Fax: 310-492-0397<br>Email: <a href="mailto:sandslaw@sandslaw.net">sandslaw@sandslaw.net</a><br><i>Attorneys for Plaintiff Raul Caiz</i> |
| Sevag Demirjian<br>Demirjian Law Offices, APC<br>6320 Canoga Ave. #1547<br>Woodland Hills, CA 91367                                       | Tel: 310-870-3977<br>Fax: 310-946-0339<br>Email: <a href="mailto:info@demirjianlaw.com">info@demirjianlaw.com</a><br><i>Attorneys for Plaintiff Raul Caiz</i> |