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 PUBLISHING LLC, KOBALT MUSIC  
 7 PUBLISHING AMERICA INC.,  
 BIG MACHINE LABEL GROUP, LLC and  
 8 UNIVERSAL MUSIC GROUP, INC.

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

12 SEAN HALL, <i>etc., et al.</i> ,	)	Case No. 2:17-cv-06882 MWF (ASx)
13 Plaintiffs,	)	
14 vs.	)	PROTECTIVE ORDER
15 TAYLOR SWIFT, <i>etc., et al.</i> ,	)	
16 Defendants.	)	
17	)	

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1 1. A. PURPOSES AND LIMITATIONS

2 Discovery in this action is likely to involve production of confidential,  
3 proprietary, or private information for which special protection from public disclosure  
4 and from use for any purpose other than prosecuting this litigation may be warranted.  
5 Accordingly, the parties hereby stipulate to and petition the Court to enter the  
6 following Stipulated Protective Order. The parties acknowledge that this Order does  
7 not confer blanket protections on all disclosures or responses to discovery and that the  
8 protection it affords from public disclosure and use extends only to the limited  
9 information or items that are entitled to confidential treatment under the applicable  
10 legal principles. The parties further acknowledge, as set forth in Section 12.3, below,  
11 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  
14 the court to file material under seal.

15 B. GOOD CAUSE STATEMENT

16 In this case, Plaintiffs assert a claim of copyright infringement by the creation  
17 and distribution of a recorded musical composition. As a result, this action is likely  
18 to involve trade secrets, customer and pricing lists and other valuable research,  
19 development, commercial, financial, technical and/or proprietary information for  
20 which special protection from public disclosure and from use for any purpose other  
21 than prosecution of this action is warranted. The confidential and proprietary  
22 materials and information consist of, among other things and by way of example, only,  
23 confidential business or financial information in contracts for the creation and  
24 exploitation of recordings of musical compositions, confidential business and  
25 financial information in accounting statements and other revenue and cost summaries,  
26 information regarding confidential business practices, or other confidential research,  
27 development, commercial information, or private information (including information  
28 implicating privacy rights of parties and third parties), information otherwise

1 generally unavailable to the public, or which may be privileged or otherwise protected  
2 from disclosure under state or federal statutes, court rules, case decisions, or common  
3 law. Accordingly, to expedite the flow of information, to facilitate the prompt  
4 resolution of disputes over confidentiality of discovery materials, to adequately  
5 protect information the parties are entitled to keep confidential, to ensure that the  
6 parties are permitted reasonable necessary uses of such material in preparation for and  
7 in the conduct of trial, to address their handling at the end of the litigation, and serve  
8 the ends of justice, a protective order for such information is justified in this matter.  
9 It is the intent of the parties that information will not be designated as confidential for  
10 tactical reasons and that nothing be so designated without a good faith belief that it  
11 has been maintained in a confidential, non-public manner, and there is good cause  
12 why it should not be part of the public record of this case.

13 2. DEFINITIONS

14 2.1 Action: this pending federal law suit.

15 2.2 Challenging Party: a Party or Non-Party that challenges the designation  
16 of information or items under this Order.

17 2.3 “CONFIDENTIAL” Information or Items: information (regardless of  
18 how it is generated, stored or maintained) or tangible things that qualify for protection  
19 under [Federal Rule of Civil Procedure 26\(c\)](#), and as specified above in the Good Cause  
20 Statement.

21 2.4 Counsel: Outside Counsel of Record and House Counsel (as well as their  
22 support staff).

23 2.5 Designating Party: a Party or Non-Party that designates information or  
24 items that it produces in disclosures or in responses to discovery as  
25 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL.”

26 2.6 Disclosure or Discovery Material: all items or information, regardless of  
27 the medium or manner in which it is generated, stored, or maintained (including,  
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1 among other things, testimony, transcripts, and tangible things), that are produced or  
2 generated in disclosures or responses to discovery in this matter.

3 2.7 Expert: a person with specialized knowledge or experience in a matter  
4 pertinent to the litigation who has been retained by a Party or its counsel to serve as  
5 an expert witness or as a consultant in this Action.

6 2.8 “HIGHLY CONFIDENTIAL” Information or Items: “HIGHLY  
7 CONFIDENTIAL INFORMATION” is information which, if known by the party to  
8 whom it is disclosed, would be inherently harmful to the Designating Party’s business,  
9 privacy, or other protected interests, as described above in the Good Cause Statement.

10 2.9 House Counsel: attorneys who are employees of a party to this Action.  
11 House Counsel does not include Outside Counsel of Record or any other outside  
12 counsel, and includes support staff.

13 2.10 Non-Party: any natural person, partnership, corporation, association, or  
14 other legal entity not named as a Party to this action.

15 2.11 Outside Counsel: attorneys who are not employees of a party to this  
16 Action and have not appeared in this Action, but whose retention includes advising a  
17 party to this Action, and includes support staff.

18 2.12 Outside Counsel of Record: attorneys who are not employees of a party  
19 to this Action but are retained to represent or advise a party to this Action and have  
20 appeared in this Action on behalf of that party or are affiliated with a law firm which  
21 has appeared on behalf of that party, and includes support staff.

22 2.13 Party: any party to this Action, including all of its officers, directors,  
23 employees, consultants, retained experts, Outside Counsel, Outside Counsel of  
24 Record, personal managers, and business managers (and their respective support  
25 staffs).

26 2.14 Producing Party: a Party or Non-Party that produces Disclosure or  
27 Discovery Material in this Action.

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1           2.15 Professional Vendors: persons or entities that provide litigation support  
2 services (e.g., photocopying, videotaping, translating, preparing exhibits or  
3 demonstrations, and organizing, storing, or retrieving data in any form or medium)  
4 and their employees and subcontractors.

5           2.16 Protected Material: any Disclosure or Discovery Material that is  
6 designated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL.”

7           2.17 Receiving Party: a Party that receives Disclosure or Discovery Material  
8 from a Producing Party.

9       3.    SCOPE

10           The protections conferred by this Stipulation and Order cover not only  
11 Protected Material (as defined above), but also (1) any information copied or extracted  
12 from Protected Material; (2) all copies, excerpts, summaries, or compilations of  
13 Protected Material; and (3) any testimony, conversations, or presentations by Parties  
14 or their Counsel that might reveal Protected Material.

15           Any use of Protected Material at trial shall be governed by the orders of the trial  
16 judge. This Order does not govern the use of Protected Material at trial.

17       4.    DURATION

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

26       5.    DESIGNATING PROTECTED MATERIAL

27           5.1 Exercise of Restraint and Care in Designating Material for Protection.

28           Each Party or Non-Party that designates information or items for protection under this

1 Order must take care to limit any such designation to specific material that qualifies  
2 under the appropriate standards. The Designating Party must designate for protection  
3 only those parts of material, documents, items, or oral or written communications that  
4 qualify so that other portions of the material, documents, items, or communications  
5 for which protection is not warranted are not swept unjustifiably within the ambit of  
6 this Order.

7 Mass, indiscriminate, or routinized designations are prohibited. Designations  
8 that are shown to be clearly unjustified or that have been made for an improper  
9 purpose (e.g., to unnecessarily encumber the case development process or to impose  
10 unnecessary expenses and burdens on other parties) may expose the Designating Party  
11 to sanctions.

12 If it comes to a Designating Party's attention that information or items that it  
13 designated for protection do not qualify for protection, that Designating Party must  
14 promptly notify all other Parties that it is withdrawing the inapplicable designation.

15 5.2 Manner and Timing of Designations. Except as otherwise provided in  
16 this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise  
17 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection  
18 under this Order must be clearly so designated before the material is disclosed or  
19 produced.

20 Designation in conformity with this Order requires:

21 (a) for information in documentary form (e.g., paper or electronic  
22 documents, but excluding transcripts of depositions or other pretrial or trial  
23 proceedings), that the Producing Party affix at a minimum, the legend  
24 "CONFIDENTIAL" (hereinafter "CONFIDENTIAL legend") or "HIGHLY  
25 CONFIDENTIAL" (hereinafter "HIGHLY CONFIDENTIAL legend"), to each page  
26 that contains protected material. If only a portion or portions of the material on a page  
27 qualifies for protection, the Producing Party also must clearly identify the protected  
28 portion(s) (e.g., by making appropriate markings in the margins).

1           A Party or Non-Party that makes original documents available for inspection  
2 need not designate them for protection until after the inspecting Party has indicated  
3 which documents it would like copied and produced. During the inspection and before  
4 the designation, all of the material made available for inspection shall be deemed  
5 “CONFIDENTIAL.” After the inspecting Party has identified the documents it wants  
6 copied and produced, the Producing Party must determine which documents, or  
7 portions thereof, qualify for protection under this Order. Then, before producing the  
8 specified documents, the Producing Party must affix the “CONFIDENTIAL legend”  
9 or “HIGHLY CONFIDENTIAL” (hereinafter “HIGHLY CONFIDENTIAL legend”)  
10 to each page that contains Protected Material. If only a portion or portions of the  
11 material on a page qualifies for protection, the Producing Party also must clearly  
12 identify the protected portion(s) (e.g., by making appropriate markings in the  
13 margins).

14           (b) for testimony given in depositions:

15           (1) that the Designating Party identify the Disclosure or Discovery  
16 Material on the record, before the close of the deposition all protected testimony.  
17 Alternatively, a Designating Party may specify at the deposition that the entire  
18 transcript shall be treated as “CONFIDENTIAL,” including, if appropriate, portions  
19 designated as “HIGHLY CONFIDENTIAL. Portions of a deposition transcript  
20 designated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL” shall be  
21 separately bound and labeled on the caption page with the “CONFIDENTIAL legend”  
22 or “HIGHLY CONFIDENTIAL legend,” as appropriate, and deposition transcripts  
23 designated as “CONFIDENTIAL” shall bear the “CONFIDENTIAL legend on the  
24 caption page.

25           (2) To avoid misuse of audiovisual and sound recordings of  
26 depositions to embarrass or harass a party or witness, and consistent with the  
27 limitations of California Rule of Professional Conduct 3.6 (adopted by this Court  
28 under Local Rule 83-3.1.2) upon extrajudicial statements likely to materially prejudice

1 an adjudicative proceeding, only an original videotape shall be made of depositions  
2 and the original shall be maintained by the deponent's counsel of record (who shall  
3 provide other counsel of record reasonable access to the videotape for use at trial), and  
4 all audiovisual and audio recordings of depositions, including but not limited to so-  
5 called "screen shots" or other visual images from a deposition, shall be used solely for  
6 the prosecution or defense of this action and shall not, in whole or part, be posted on  
7 the Internet or otherwise publicly exhibited, publicly distributed, or disclosed to  
8 anyone other than Parties, Counsel and Experts, except if played in open court in this  
9 action or as may be permitted by further order of the Court.

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

16 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent  
17 failure to designate qualified information or items does not, standing alone, waive the  
18 Designating Party's right to secure protection under this Order for such material.  
19 Upon timely correction of a designation, the Receiving Party must make reasonable  
20 efforts to assure that the material is treated in accordance with the provisions of this  
21 Order.

## 22 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

23 6.1 Timing of Challenges. Any Party or Non-Party may challenge a  
24 designation of confidentiality at any time that is consistent with the Court's  
25 Scheduling Order.

26 6.2 Meet and Confer. The Challenging Party shall initiate the informal  
27 dispute resolution process set forth in the Court's Procedures and Schedules. *See*  
28 <http://www.cacd.uscourts.gov/honorable-alka-sagar>.

1           6.3    The burden of persuasion in any such challenge proceeding shall be on  
2 the Designating Party. Frivolous challenges, and those made for an improper purpose  
3 (e.g., to harass or impose unnecessary expenses and burdens on other parties) may  
4 expose the Challenging Party to sanctions. Unless the Designating Party has waived  
5 or withdrawn the confidentiality designation, all parties shall continue to afford the  
6 material in question the level of protection to which it is entitled under the Producing  
7 Party’s designation until the Court rules on the challenge.

8    7.    ACCESS TO AND USE OF PROTECTED MATERIAL

9           7.1    Basic Principles. A Receiving Party may use Protected Material that is  
10 disclosed or produced by another Party or by a Non-Party in connection with this  
11 Action only for prosecuting, defending, or attempting to settle this Action. Such  
12 Protected Material may be disclosed only to the categories of persons and under the  
13 conditions described in this Order. When the Action has been terminated, a Receiving  
14 Party must comply with the provisions of section 13 below (FINAL DISPOSITION).

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

18           7.2    Disclosure of “CONFIDENTIAL” Information or Items. Unless  
19 otherwise ordered by the court or permitted in writing by the Designating Party, a  
20 Receiving Party may disclose any information or item designated  
21 “CONFIDENTIAL” only to:

22           (a)    Those persons included within this Stipulated Protective Order’s  
23 definition of “Party” as applied to the Receiving Party, provided that prior to  
24 disclosure to Experts (as defined in this Order), personal managers, and business  
25 managers of the Receiving Party, they must first sign the “Acknowledgment and  
26 Agreement to Be Bound” (Exhibit A);

27           (b)    the court and its personnel;

28           (c)    court reporters and their staff;

1 (d) professional jury or trial consultants, mock jurors, and Professional  
2 Vendors to whom disclosure is reasonably necessary for this Action and who have  
3 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

4 (e) the author or recipient of a document containing the information or a  
5 custodian or other person who otherwise possessed or knew the information;

6 (f) during their depositions, witnesses, and attorneys for witnesses, in the  
7 Action to whom disclosure is reasonably necessary provided: (1) the deposing party  
8 requests that the witness sign the form attached as Exhibit A hereto; and (2) they will  
9 not be permitted to keep any confidential information unless they sign the  
10 “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise agreed  
11 by the Designating Party or ordered by the court. Pages of transcribed deposition  
12 testimony or exhibits to depositions that reveal Protected Material may be separately  
13 bound by the court reporter and may not be disclosed to anyone except as permitted  
14 under this Stipulated Protective Order; and

15 (g) any mediator or settlement officer, and their supporting personnel,  
16 mutually agreed upon by any of the parties engaged in settlement discussions.

17 Disclosure of “HIGHLY CONFIDENTIAL” Information or Items. Unless  
18 otherwise ordered by the court or permitted in writing by the Designating Party, a  
19 Receiving Party may disclose any information or item designated “HIGHLY  
20 CONFIDENTIAL” only to the Receiving Party’s Outside Counsel and Experts and  
21 those identified in Sections 7.2(b), (c), (d), and (g) above, and to no one else.

22 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN  
23 OTHER LITIGATION

24 If a Party is served with a subpoena or a court order issued in other litigation  
25 that compels disclosure of any information or items designated in this Action as  
26 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL,” that Party must:

27 (a) promptly notify in writing the Designating Party. Such notification shall  
28 include a copy of the subpoena or court order, and shall be provided shall be provided

1 to the Designating Party in sufficient to time for the Designating Party to seek court  
2 relief with respect to the disclosure;

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

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

9 If the Designating Party timely seeks a protective order, the Party served with  
10 the subpoena or court order shall not produce any information designated in this action  
11 as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL” before a determination by  
12 the court from which the subpoena or order issued, unless the Party has obtained the  
13 Designating Party’s permission. The Designating Party shall bear the burden and  
14 expense of seeking protection in that court of its confidential material and nothing in  
15 these provisions should be construed as authorizing or encouraging a Receiving Party  
16 in this Action to disobey a lawful directive from another court.

17 9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE  
18 PRODUCED IN THIS LITIGATION

19 (a) The terms of this Order are applicable to information produced by a Non-  
20 Party in this Action and designated as “CONFIDENTIAL” or “HIGHLY  
21 CONFIDENTIAL.” Such information produced by Non-Parties in connection with  
22 this litigation is protected by the remedies and relief provided by this Order. Nothing  
23 in these provisions should be construed as prohibiting a Non-Party from seeking  
24 additional protections.

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

1 (1) promptly notify in writing the Requesting Party and the Non-Party  
2 that some or all of the information requested is subject to a confidentiality agreement  
3 with a Non-Party;

4 (2) promptly provide the Non-Party with a copy of the Stipulated  
5 Protective Order in this Action, the relevant discovery request(s), and a reasonably  
6 specific description of the information requested; and

7 (3) make the information requested available for inspection by the  
8 Non-Party, if requested.

9 (c) If the Non-Party fails to seek a protective order from this court within 14  
10 days of receiving the notice and accompanying information, the Receiving Party may  
11 produce the Non-Party's confidential information responsive to the discovery request.  
12 If the Non-Party timely seeks a protective order, the Receiving Party shall not produce  
13 any information in its possession or control that is subject to the confidentiality  
14 agreement with the Non-Party before a determination by the court. Absent a court  
15 order to the contrary, the Non-Party shall bear the burden and expense of seeking  
16 protection in this court of its Protected Material.

17 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

18 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed  
19 Protected Material to any person or in any circumstance not authorized under this  
20 Stipulated Protective Order, the Receiving Party must immediately (a) notify in  
21 writing the Designating Party of the unauthorized disclosures, (b) use its best efforts  
22 to retrieve all unauthorized copies of the Protected Material, (c) inform the person or  
23 persons to whom unauthorized disclosures were made of all the terms of this Order,  
24 and (d) request such person or persons to execute the "Acknowledgment and  
25 Agreement to Be Bound" that is attached hereto as Exhibit A.

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1 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE  
2 PROTECTED MATERIAL

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

13 12. MISCELLANEOUS

14 12.1 Right to Further Relief and Redaction. Nothing in this Order abridges  
15 the right of any person to seek its modification by the Court in the future, or to redact  
16 from any material designated “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL”  
17 any information or material that is deemed irrelevant or deemed to require greater  
18 protection than that afforded by this Stipulated Protective Order.

19 12.2 Right to Assert Other Objections. By stipulating to the entry of this  
20 Protective Order no Party waives any right it otherwise would have to object to  
21 disclosing or producing any information or item on any ground not addressed in this  
22 Stipulated Protective Order. Similarly, no Party waives any right to object on any  
23 ground to use in evidence of any of the material covered by this Protective Order.

24 12.3 Filing Protected Material. A Party that seeks to file under seal any  
25 Protected Material must comply with Civil Local Rule 79-5. Protected Material may  
26 only be filed under seal pursuant to a court order authorizing the sealing of the specific  
27 Protected Material at issue. If a Party’s request to file Protected Material under seal  
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1 is denied by the court, then the Receiving Party may file the information in the public  
2 record unless otherwise instructed by the court.

3 13. FINAL DISPOSITION

4 After the final disposition of this Action, as defined in paragraph 4, within 60  
5 days of a written request by the Designating Party, each Receiving Party must return  
6 all Protected Material to the Producing Party or destroy such material. As used in this  
7 subdivision, “all Protected Material” includes all copies, abstracts, compilations,  
8 summaries, and any other format reproducing or capturing any of the Protected  
9 Material. Whether the Protected Material is returned or destroyed, the Receiving  
10 Party must submit a written certification to the Producing Party (and, if not the same  
11 person or entity, to the Designating Party) by the 60 day deadline that (1) identifies  
12 (by category, where appropriate) all the Protected Material that was returned or  
13 destroyed and (2) affirms that the Receiving Party has not retained any copies,  
14 abstracts, compilations, summaries or any other format reproducing or capturing any  
15 of the Protected Material. Notwithstanding this provision, Counsel are entitled to  
16 retain an archival copy of all pleadings, motion papers, trial, deposition, and hearing  
17 transcripts, legal memoranda, correspondence, deposition and trial exhibits, expert  
18 reports, attorney work product, and consultant and expert work product, even if such  
19 materials contain Protected Material. Any such archival copies that contain or  
20 constitute Protected Material remain subject to this Protective Order as set forth in  
21 Section 4 (DURATION).

22 14. Any violation of this Order may be punished by any and all appropriate  
23 measures including, without limitation, contempt proceedings and/or monetary  
24 sanctions.

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IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

DATED: January 6, 2021

/s/ Lauren M. Greene  
Gerard P. Fox  
Marina V. Bogorad  
Lauren M. Greene  
GERARD FOX LAW P.C.  
Attorneys for Plaintiffs  
SEAN HALL D.B.A. GIMME SOME HOT  
SAUCE MUSIC and NATHAN BUTLER  
D.B.A. FAITH FORCE MUSIC

DATED: January 6, 2021

/s/ Peter Anderson  
Peter Anderson  
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MUSIC PUBLISHING LLC, KOBALT  
MUSIC PUBLISHING AMERICA INC.,  
BIG MACHINE LABEL GROUP, LLC and  
UNIVERSAL MUSIC GROUP, INC.

**Attestation Regarding Signatures**

The undersigned attests that all signatories listed, and on whose behalf this filing is submitted, concur in this filing's content and have authorized its filing.

Dated: January 6, 2021

/s/ Peter Anderson  
Peter Anderson, Esq.

FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

DATED: January 6, 2021

/ s / Sagar  
Honorable Alka Sagar  
United States Magistrate Judge

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  
5 perjury that I have read in its entirety and understand the Stipulated Protective Order  
6 that was issued by the United States District Court for the Central District of California  
7 on [date] in the case of *Hall et al. v. Swift et al.*, Case No. 2:17-cv-06882 MWF  
8 (ASx). I agree to comply with and to be bound by all the terms of this Stipulated  
9 Protective Order and I understand and acknowledge that failure to so comply could  
10 expose me to sanctions and punishment in the nature of contempt. I solemnly promise  
11 that I will not disclose in any manner any information or item that is subject to this  
12 Stipulated Protective Order to any person or entity except in strict compliance with  
13 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. I hereby appoint \_\_\_\_\_ [print or  
18 type full name] of \_\_\_\_\_ [print or type full address  
19 and telephone number] as my California agent for service of process in connection  
20 with this action or any proceedings related to enforcement of this Stipulated Protective  
21 Order.

22  
23 Date: \_\_\_\_\_

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

25  
26 Printed name: \_\_\_\_\_

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