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NOTE: CHANGES MADE BY THE COURT

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

ARROWHEAD CAPITAL
FINANCE, LTD, **Petitioner**

v.

PICTUREPRO, LLC, **Respondent**

Case No. 21-MC-0300-GW (JPRx)

STIPULATED PROTECTIVE
ORDER

1. INTRODUCTION

1.1 PURPOSES AND LIMITATIONS

Discovery in this action may involve production of confidential, proprietary, or private information for which special protection from public disclosure and from use for any purpose other than prosecuting this litigation may be warranted.

Accordingly, the Parties hereby stipulate to and petition the Court to enter the following Stipulated Protective Order. The Parties acknowledge that this Order does not confer blanket protections on all disclosures or responses to discovery and that the protection it affords from public disclosure and use extends only to the limited information or items that are entitled to confidential treatment under the applicable legal principles. The Parties further acknowledge, as set forth in Section 12.3 below, that this Order does not entitle them to file Confidential Information

1 under seal; Civil Local Rule 79-5 sets forth the procedures that must be followed
2 and the standards that will be applied when a Party seeks permission from the Court
3 to file material under seal.

4 1.2 GOOD CAUSE STATEMENT

5 **PICTUREPRO PROPOSED REQUEST:**

6 **The documents and information to be provided by Respondent**
7 **PicturePro LLC (“PPL”) are in response to a third party subpoena to PPL for,**
8 **in connection with, and as part of, post-judgment enforcement and collection**
9 **proceedings by Petitioner Arrowhead Capital Finance, Ltd. (“Arrowhead”) in,**
10 ***Arrowhead Capital Finance v. Seven Arts Entertainment et al*, No. 14-cv-06512**
11 **(SDNY 2016) (the “District Court Action”). Pursuant to that subpoena and**
12 **this Court’s Orders, PPL is required to produce bank statements and other**
13 **potentially sensitive documents, the public disclosure of which may cause**
14 **competitive or other harm to PicturePro or its members. Thus, a protective**
15 **order is warranted. This Protective Order does not apply to documents,**
16 **portions thereof, or other information previously produced by PPL, in this**
17 **Action or which have been or may be produced in any other litigation or**
18 **proceeding, or which have become publicly known or publicly available.**

19 2. DEFINITIONS

20 2.1 Action: This pending action in this federal court bearing Case No. 21-
21 MC-0300 and the action entitled *Arrowhead Capital Finance v. Seven Arts*
22 *Entertainment et al.*, No. 14-cv-06512 (S.D.N.Y. 2016) but the latter only to the
23 extent the judges presiding in that action do not rule otherwise.

24 2.2 Challenging Party: a Party or Nonparty that challenges the designation
25 of information or items under this Order.

26 2.3 “CONFIDENTIAL” Information or Items: information (regardless of
27 how it is generated, stored, or maintained) or tangible things that qualify for
28 protection under Federal Rule of Civil Procedure 26(c) and as specified above in the

1 Good Cause Statement. **Any information designated HIGHLY**
2 **CONFIDENTIAL** requires a separate detailed showing of need and extreme
3 **potential harm. Generally, the “Highly Confidential” designation is limited to**
4 **trade secrets.**

5 2.4 Counsel: Outside Counsel of Record and House Counsel (as well as
6 their support staff).

7 2.5 Designating Party: a Party or Nonparty that designates information or
8 items that it produces in disclosures or in responses to discovery as
9 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL.”

10 2.6 Disclosure or Discovery Material: all items or information, regardless
11 of the medium or manner in which it is generated, stored, or maintained (including,
12 among other things, testimony, transcripts, and tangible things), that are produced or
13 generated in disclosures or responses to discovery in this matter.

14 2.7 Expert: a person with specialized knowledge or experience in a matter
15 pertinent to the litigation who has been retained by a Party or its counsel to serve as
16 an expert witness or as a consultant in this Action.

17 2.8 House Counsel: attorneys who are employees of a Party to this Action.
18 House Counsel does not include Outside Counsel of Record or any other outside
19 counsel.

20 2.9 Nonparty: any natural person, partnership, corporation, association, or
21 other legal entity not named as a Party to this action.

22 2.10 Outside Counsel of Record: attorneys who are not employees of a
23 Party to this Action but are retained to represent or advise a Party and have appeared
24 in this Action on behalf of that Party or are affiliated with a law firm that has
25 appeared on behalf of that Party, including support staff.

26 2.11 Party: any Party to this Action, including all of its officers, directors,
27 employees, liquidators, consultants, retained experts, and Outside Counsel of
28 Record (and their support staffs) and such Party’s successors or assigns.

1 2.12 Producing Party: a Party or Nonparty that produces Disclosure or
2 Discovery Material in this Action.

3 2.13 Professional Vendors: persons or entities that provide litigation
4 support services (for example, photocopying, videotaping, translating, preparing
5 exhibits or demonstrations, and organizing, storing, or retrieving data in any form or
6 medium) and their employees and subcontractors.

7 2.14 Protected Material: any Disclosure or Discovery Material that is
8 designated as “CONFIDENTIAL or HIGHLY CONFIDENTIAL.”

9 2.15 Receiving Party: a Party that receives Disclosure or Discovery
10 Material from a Producing Party.

11 2.16 Highly Confidential: any Disclosure or Discovery Material that is
12 designated as “Highly Confidential” and is only to be reviewed by local counsel
13 only. Such a designation is limited to those documents that contain highly private
14 financial information the disclosure of which to others would likely result in serious
15 harm to PPL .

16 3. SCOPE

17 The protections conferred by this Stipulation and Order cover not only
18 Protected Material (as defined above) but also any information copied or extracted
19 from Protected Material; all copies, excerpts, summaries, or compilations of
20 Protected Material; and any testimony, conversations, or presentations by Parties or
21 their Counsel that might reveal Protected Material.

22 4. DURATION

23 Even after final disposition of this litigation, the confidentiality
24 obligations imposed by this Order will remain in effect until a Designating Party
25 agrees otherwise in writing or a court order otherwise directs. Final disposition is
26 the later of (1) dismissal of all claims and defenses in this Action, with or without
27 prejudice, or (2) final judgment after the completion and exhaustion of all appeals,
28

1 rehearings, remands, trials, or reviews of this Action, including the time limits for
2 filing any motions or applications for extension of time under applicable law.

3 5. DESIGNATING PROTECTED MATERIAL

4 5.1 Each Party or Nonparty that designates information or items for
5 protection under this Order must take care to limit any such designation to specific
6 material that qualifies under the appropriate standards. The Designating Party must
7 designate for protection only those parts of material, documents, items, or oral or
8 written communications that qualify so that other portions of the material,
9 documents, items, or communications for which protection is not warranted are not
10 swept unjustifiably within the ambit of this Order.

11 Mass, indiscriminate, or routinized designations are prohibited. Designations
12 that are shown to be clearly unjustified or that have been made for an improper
13 purpose (for example, to unnecessarily encumber the case-development process or
14 to impose unnecessary expenses and burdens on other parties) may expose the
15 Designating Party to sanctions.

16 If it comes to a Designating Party's attention that information or items it
17 designated for protection do not qualify for that level of protection, that Designating
18 Party must promptly notify all other Parties that it is withdrawing the inapplicable
19 designation.

20 5.2 Except as otherwise provided in this Order, Disclosure or Discovery
21 Material that qualifies for protection under this Order must be clearly so designated
22 before the material is disclosed or produced.

23 Designation in conformity with this Order requires the following:

24 (a) for information in documentary form (for example, paper or electronic
25 documents but excluding transcripts of depositions or other pretrial or trial
26 proceedings), the Producing Party must affix at a minimum the legend
27 "CONFIDENTIAL" to each page that contains Protected Material. If only a portion
28 or portions of the material on a page qualify for protection, the Producing Party

1 must clearly identify the protected portion(s) (for example, by making appropriate
2 markings in the margins).

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

15 (b) for testimony given in depositions, the Designating Party must identify
16 the Disclosure or Discovery Material that is protected on the record, before the close
17 of the deposition.

18 (c) for information produced in some form other than documentary and for
19 any other tangible items, the Producing Party must affix in a prominent place on the
20 exterior of the container or containers in which the information is stored the legend
21 “CONFIDENTIAL.” If only a portion or portions of the information warrant
22 protection, the Producing Party, to the extent practicable, must identify the protected
23 portion(s).

24 5.3 If timely corrected, an inadvertent failure to designate qualified
25 information or items does not, standing alone, waive the Designating Party’s right to
26 secure protection under this Order for that material. On timely correction of a
27 designation, the Receiving Party must make reasonable efforts to assure that the
28 material is treated in accordance with the provisions of this Order.

1 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

2 6.1 Any Party or Nonparty may challenge a designation of confidentiality
3 at any time consistent with the Court’s scheduling order.

4 6.2 The Challenging Party must initiate the dispute-resolution process (and,
5 if necessary, file a discovery motion) under Local Rule 37.

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

13 7. ACCESS TO AND USE OF PROTECTED MATERIAL

14 7.1 A Receiving Party may use Protected Material that is disclosed or
15 produced by another Party or by a Nonparty in connection with this Action only for
16 prosecuting, defending, or attempting to settle this Action. Such Protected Material
17 may be disclosed only to the categories of people and under the conditions described
18 in this Order. When the Action has been terminated, a Receiving Party must comply
19 with 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 manner sufficiently secure to ensure that access is limited to the
22 people authorized under this Order.

23 7.2 Unless otherwise ordered by the Court or permitted in writing by the
24 Designating Party, a Receiving Party may disclose any information or item
25 designated “CONFIDENTIAL” only to the following people:

26 (a) the Receiving Party’s Outside Counsel of Record in this Action as well
27 as employees of that Outside Counsel of Record to whom it is reasonably necessary
28 to disclose the information for this Action;

1 (b) the officers, directors, liquidators and employees (including House
2 Counsel) of the Receiving Party to whom disclosure is reasonably necessary for this
3 Action;

4 (c) Experts (as defined in this Order) of the Receiving Party to whom
5 disclosure is reasonably necessary for this Action and who have signed the
6 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

7 (d) the Court and its personnel;

8 (e) court reporters and their staff;

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

12 (g) the author or recipient of a document containing the information or a
13 custodian or other person who otherwise possessed or knew the information;

14 (h) during their depositions, witnesses and attorneys for witnesses to
15 whom disclosure is reasonably necessary, provided that the deposing party requests
16 that the witness sign the form attached as Exhibit A hereto and the witnesses will
17 not be permitted to keep any confidential information unless they sign the form,
18 unless otherwise agreed by the Designating Party or ordered by the Court. Pages of
19 transcribed deposition testimony or exhibits to depositions that reveal Protected
20 Material may be separately bound by the court reporter and may not be disclosed to
21 anyone except as permitted under this Order; and

22 (i) any mediator, arbitrator, or settlement officer, and their supporting
23 personnel, mutually agreed on by any of the Parties engaged in settlement
24 discussions or appointed by the Court.

25 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN OTHER
26 LITIGATION

1 If a Party is served with a subpoena or a court order issued in other litigation
2 that compels disclosure of any information or items designated in this Action as
3 “CONFIDENTIAL,” that Party must

4 (a) promptly notify in writing the Designating Party. Such notification
5 must include a copy of the subpoena or court order unless prohibited by law;

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

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

12 If the Designating Party timely seeks a protective order, the Party served with
13 the subpoena or court order should not produce any information designated in this
14 action as “CONFIDENTIAL” before a determination on the protective-order request
15 by the relevant court unless the Party has obtained the Designating Party’s
16 permission. The Designating Party bears the burden and expense of seeking
17 protection of its Confidential Material, and nothing in these provisions should be
18 construed as authorizing or encouraging a Receiving Party in this Action to disobey
19 a lawful directive from another court.

20 9. A NONPARTY’S PROTECTED MATERIAL SOUGHT TO BE PRODUCED IN THIS
21 LITIGATION

22 (a) The terms of this Order are applicable to information produced by a
23 Nonparty in this Action and designated as “CONFIDENTIAL.” Such information is
24 protected by the remedies and relief provided by this Order. Nothing in these
25 provisions should be construed as prohibiting a Nonparty from seeking additional
26 protections.

27 (b) In the event that a Party is required by a valid discovery request to
28 produce a Nonparty’s Confidential Information in its possession and the Party is

1 subject to an agreement with the Nonparty not to produce the Nonparty's
2 Confidential Information, then the Party must

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

6 (2) promptly provide the Nonparty with a copy of this Order, the
7 relevant discovery request(s), and a reasonably specific description of the
8 information requested; and

9 (3) make the information requested available for inspection by the
10 Nonparty, if requested.

11 (c) If the Nonparty fails to seek a protective order within 21 days of
12 receiving the notice and accompanying information, the Receiving Party may
13 produce the Nonparty's Confidential Information responsive to the discovery
14 request. If the Nonparty timely seeks a protective order, the Receiving Party must
15 not produce any information in its possession or control that is subject to the
16 confidentiality agreement with the Nonparty before a ruling on the protective-order
17 request. Absent a court order to the contrary, the Nonparty must bear the burden
18 and expense of seeking protection of its Protected Material.

19 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

20 If a Receiving Party learns that by inadvertence or otherwise, it has disclosed
21 Protected Material to any person or in any circumstance not authorized under this
22 Order, the Receiving Party must immediately notify the Designating Party in writing
23 of the unauthorized disclosures, use its best efforts to retrieve all unauthorized
24 copies of the Protected Material, inform the person or people to whom unauthorized
25 disclosures were made of the terms of this Order, and ask that person or people to
26 execute the "Acknowledgment and Agreement to Be Bound" that is attached hereto
27 as Exhibit A.
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1 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE PROTECTED
2 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).

7 12. MISCELLANEOUS

8 12.1 Nothing in this Order abridges the right of any person to seek its
9 modification by the Court. Petitioner may seek a more broadly applicable protective
10 order in the underlying litigation in New York if it so desires.

11 12.2 By stipulating to the entry of this Order, no Party waives any right it
12 otherwise would have to object to disclosing or producing any information or item
13 on any ground not addressed in this Order. Similarly, no Party waives any right to
14 object on any ground to use in evidence of any of the material covered by this
15 Order.

16 12.3 A Party that seeks to file under seal any Protected Material must
17 comply with Civil Local Rule 79-5. Protected Material may be filed under seal only
18 pursuant to a court order authorizing the sealing of the specific Protected Material at
19 issue. If a Party's request to file Protected Material under seal is denied, then the
20 Receiving Party may file the information in the public record unless otherwise
21 instructed by the Court.

22 13. FINAL DISPOSITION

23 After the final disposition of this Action as defined in paragraph 4, within 60
24 days of a written request by the Designating Party, each Receiving Party must return
25 all Protected Material to the Producing Party or destroy such material. As used in
26 this subdivision, "all Protected Material" includes all copies, abstracts, compilations,
27 summaries, and any other format reproducing or capturing any of the Protected
28 Material. Whether the Protected Material is returned or destroyed, the Receiving

1 Party must submit a written certification to the Producing Party (and, if not the same
2 person or entity, to the Designating Party) by the 60-day deadline that identifies (by
3 category, when appropriate) all the Protected Material that was returned or
4 destroyed and affirms that the Receiving Party has not retained any copies, abstracts,
5 compilations, summaries, or any other format reproducing or capturing any of the
6 Protected Material. Notwithstanding this provision, Counsel are entitled to retain an
7 archival copy of all pleadings; motion papers; trial, deposition, and hearing
8 transcripts; legal memoranda; correspondence; deposition and trial exhibits; expert
9 reports; attorney work product; and consultant and expert work product even if such
10 materials contain Protected Material. Any such archival copies that contain or
11 constitute Protected Material remain subject to this Order as set forth in Section 4
12 (DURATION).

13 14. SANCTIONS

14 Any willful violation of this Order may be punished by civil or criminal
15 contempt, financial or evidentiary sanctions, reference to disciplinary authorities, or
16 other appropriate action at the discretion of the Court. In particular, improper
17 designation of material as “Highly Confidential” will likely result in sanctions.

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20 DATED: 10/22/21



Attorneys for Plaintiff [**Petitioner**]

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23 DATED: 10/22/21

1/s/ Phillip Stillman

Attorneys for Defendant [**Respondent**]

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IT IS SO ORDERED.

DATED: October 26, 2021



MAGISTRATE JUDGE JEAN P. ROSENBLUTH

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EXHIBIT A
ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [full name], of _____
[full address], declare under penalty of perjury that I have read in its entirety and
understand the Stipulated Protective Order that was issued by the U.S. District Court
for the Central District of California on [date] in the case of _____ [insert
case name and number]. I agree to comply with and to be bound by all terms of
this Stipulated Protective Order, and I understand and acknowledge that failure to so
comply could expose me to sanctions and punishment, including contempt. I
solemnly promise that I will not disclose in any manner any information or item that
is subject to this Stipulated Protective Order to any person or entity except in strict
compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the U.S. District Court for the
Central District of California for the purpose of enforcing the terms of this
Stipulated Protective Order, even if such enforcement proceedings occur after
termination of this action. I hereby appoint _____ [full
name] of _____ [full address and
telephone number] as my California agent for service of process in connection with
this action or any proceedings related to enforcement of this Stipulated Protective
Order.

Date: _____

City and State where signed: _____

Printed name: _____

Signature: _____

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