

1 MAYER BROWN LLP
 2 JOHN NADOLENCO (SBN 181128)
 3 *jnadolenco@mayerbrown.com*
 4 350 S. Grand Avenue, 25th Floor
 5 Los Angeles, California 90071-1503
 6 Telephone: (213) 229-9500
 7 Facsimile: (213) 625-0248

8 MAYER BROWN LLP
 9 PAUL M. FAKLER (*pro hac vice*)
 10 *pfakler@mayerbrown.com*
 11 1221 Avenue of the Americas
 12 New York, New York 10020-1001
 13 Telephone: (212) 506-2500
 14 Facsimile: (212) 262-1910

15 *Attorneys for Defendant/Counter-*
 16 *Claimant Pandora Media, LLC*

17 KING & BALLOW
 18 Richard Busch (SBN 319881)
 19 *rbusch@kingballow.com*
 20 1999 Avenue of the Stars, Suite 1100
 21 Los Angeles, CA 90067
 22 Telephone: (424) 253-1255
 23 Facsimile: (888) 688-0482

24 *Attorney for Plaintiffs/Counter-*
 25 *Defendants Yellow Rose Productions,*
 26 *Inc.; Main Sequence Ltd.; Ron White,*
 27 *Inc.; Robin Williams Trust; Brave Lion,*
 28 *Inc.; Nick Di Paolo; Mary Reese Hicks;*
and Plaintiff Lewis Black

BIRD, MARELLA, BOXER,
 WOLPERT, NESSIM,
 DROOKS, LINCENBERG &
 RHOW, P.C.

Oliver Rocos (SBN 319059)
orocos@birdmarella.com
 1875 Century Park East, 23rd Floor
 Los Angeles, California 90067-2561
 Telephone: (310) 201-2100
 Facsimile: (310) 201-2110

CRAVATH, SWAINE & MOORE LLP

Christine A. Varney (*pro hac vice*)
cvarney@cravath.com

Lauren A. Moskowitz (*pro hac vice*)
lmoskowitz@cravath.com

825 Eighth Avenue
 New York, NY 10019
 Telephone: (212) 474-1140
 Facsimile: (212) 474-3700

Attorneys for Counter-Defendant
Word Collections, Inc.

21 **UNITED STATES DISTRICT COURT**
 22 **CENTRAL DISTRICT OF CALIFORNIA, WESTERN DIVISION**

23 In re PANDORA MEDIA, LLC
 24 COPYRIGHT LITIGATION

25 This Document Relates To:
 26 ALL ACTIONS

Master File No. 2:22-cv-00809-MCS-MAR
CONSOLIDATED ACTION

**JOINT STIPULATED PROTECTIVE
 ORDER**

1 1. INTRODUCTION

2 1.1 PURPOSES AND LIMITATIONS

3 Discovery in this action is likely to involve production of confidential,
4 proprietary, and/or private information for which special protection from public
5 disclosure and from use for any purpose other than prosecuting this litigation may be
6 warranted. Such discovery is also likely to involve production of competitively
7 sensitive information which, if disclosed to the parties, could harm the commercial
8 interests of the disclosing party and/or provide an unfair commercial benefit to the
9 receiving party and therefore limiting access to such information may be warranted.
10 Accordingly, the parties hereby stipulate to and petition the Court to enter the
11 following Stipulated Protective Order. The parties acknowledge that this Stipulated
12 Protective Order does not confer blanket protections on all disclosures or responses
13 to discovery and that the protection it affords from public disclosure and use extends
14 only to the limited information or items that are entitled to confidential treatment
15 under the applicable legal principles. The parties further acknowledge, as set forth in
16 Section 12.3, below, that this Stipulated Protective Order does not entitle them to file
17 confidential information under seal; Civil Local Rule 79-5 sets forth the procedures
18 that must be followed and the standards that will be applied when a party seeks
19 permission from the Court to file material under seal.

20 1.2 GOOD CAUSE STATEMENT

21 This action is likely to involve confidential, proprietary, or sensitive materials
22 and valuable commercial, operational, technical, and financial information for which
23 special protection from public disclosure and from use for any purpose other than
24 prosecution of this action is warranted. Such confidential and proprietary materials
25 and information consist of, among other things, confidential business or financial
26 information, information regarding confidential business practices, or commercial
27 information (including information implicating privacy rights of third parties),
28 information otherwise generally unavailable to the public, or which may be

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

13 2. DEFINITIONS

14 2.1 Action: the above captioned, consolidated action currently pending in
15 the United States District Court for the Central District of California as well as each
16 individual action underlying the consolidated action.

17 2.2 Challenging Party: a Party or Non-Party that challenges the designation
18 of information or items under this Stipulated Protective Order.

19 2.3 Counsel: Outside Counsel of Record and House Counsel (as well as
20 their support staff).

21 2.4 Designating Party: a Party or Non-Party that designates information or
22 items that it produces in disclosures or in responses to discovery as
23 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – OUTSIDE COUNSEL’S
24 EYES ONLY.”

25 2.5 Disclosure or Discovery Material: all items or information, regardless
26 of the medium or manner in which it is generated, stored, or maintained (including,
27 among other things, testimony, transcripts, and tangible things), that are produced or
28 generated in disclosures or responses to discovery in this Action.

1 2.6 Expert: a person with specialized knowledge or experience in a matter
2 pertinent to the litigation who: (1) has been retained by a Party or its counsel to serve
3 as an expert witness or as a consultant in this Action; (2) is not a current employee
4 or current business consultant of a Party or of a Party's competitor, or otherwise
5 currently involved in competitive decision-making for a Party or a Party's competitor;
6 (3) has not, within the 12 months preceding the entry of this Stipulated Protective
7 Order, been an employee or business consultant of a Party or a Party's competitor, or
8 otherwise been involved in competitive decision-making for a Party or a Party's
9 competitor; and (4) at the time of retention, is not anticipated to become an employee
10 or business consultant of a Party or a Party's competitor, or to be otherwise involved
11 in competitive decision-making for a Party or a Party's competitor. If, while this
12 action is pending, a Party learns that any of its retained experts or consultants as
13 defined herein is anticipating to become, or has become, an employee or business
14 consultant of a Party or a Party's competitor, or otherwise involved in competitive
15 decision-making for a Party or a Party's competitor, the Party learning such
16 information shall promptly disclose the information to the other Parties.

17 2.7 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 2.8 Non-Party: any natural person, partnership, corporation, association, or
21 other legal entity not named as a Party to this action.

22 2.9 Outside Counsel of Record: attorneys who are not employees of a party
23 to this Action but are retained to represent or advise a party to this Action and have
24 appeared in this Action on behalf of that party or are affiliated with a law firm which
25 has appeared on behalf of that party, and includes support staff.

26 2.10 Party: any party to this Action, including all of its officers, directors,
27 employees, consultants, retained experts, and Outside Counsel of Record (and their
28 support staffs).

1 2.11 Producing Party: a Party or Non-Party that produces Disclosure or
2 Discovery Material in this Action.

3 2.12 Professional Vendors: persons or entities that provide litigation support
4 services (e.g., photocopying, videotaping, translating, preparing exhibits or
5 demonstrations, and organizing, storing, or retrieving data in any form or medium)
6 and their employees and subcontractors.

7 2.13 Protected Material: any Disclosure or Discovery Material that is
8 designated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – OUTSIDE
9 COUNSEL’S EYES ONLY.” Protected Material is “CONFIDENTIAL” if it is
10 information that is non-public, proprietary, commercially sensitive, and/or subject to
11 third-party privacy or confidentiality restrictions and that qualifies for protection
12 under Federal Rule of Civil Procedure 26(c). Protected Material is “HIGHLY
13 CONFIDENTIAL – OUTSIDE COUNSEL’S EYES ONLY” if it is information that
14 qualifies as “CONFIDENTIAL” and is extremely sensitive, the disclosure of which
15 to other parties, including such parties’ House Counsel, or third parties would create
16 substantial risk of injury to a Producing Party’s or non-party’s reputation, financial
17 interests, and/or property or a substantial risk of serious injury that could not be
18 avoided by less restrictive means. The “HIGHLY CONFIDENTIAL – OUTSIDE
19 COUNSEL’S EYES ONLY” designation is intended to be used sparingly and shall
20 constitute a representation that such Protected Material has been reviewed by an
21 attorney representing the Designating Party and that there is a good faith basis for
22 such designation.

23 2.14 Receiving Party: a Party that receives Disclosure or Discovery Material
24 from a Producing Party.

25 2.15 Source Code Material: extremely sensitive Protected Material
26 consisting of non-publicly available computer code and associated comments and
27 revision histories, formulas, engineering specifications, or schematics that define or
28 otherwise describe in detail the algorithms or structure of software or hardware

1 designs, disclosure of which other than pursuant to the terms of this Stipulated
2 Protective Order would create a substantial risk of serious harm to the Producing
3 Party that could not be avoided by less restrictive means.

4 3. SCOPE

5 The protections conferred by this Stipulated Protective Order cover not only
6 Protected Material (as defined above), but also (1) any information copied or
7 extracted from Protected Material; (2) all copies, excerpts, summaries, or
8 compilations of Protected Material; and (3) any testimony, conversations, or
9 presentations by Parties or their Counsel that might reveal Protected Material.

10 Any use of Protected Material at trial will be governed by the orders of the trial
11 judge. This Stipulated Protective Order does not govern the use of Protected Material
12 at trial.

13 This Stipulated Protective Order does not contemplate the production of
14 Source Code Material. The Parties do not contemplate the production of Source Code
15 Material in this Action. In the event a Party requests that another Party make available
16 Source Code Material, the Requesting Party shall notify all Parties before engaging
17 the Producing Party in negotiations regarding a separate source code protective order
18 and all Parties will collectively negotiate a protective order governing the production
19 of Source Code Material. No Party is required to produce or make available for
20 inspection any Source Code Material until the Court has entered a separate protective
21 order governing the treatment of Source Code Material.

22 4. DURATION

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

1 including the time limits for filing any motions or applications for extension of time
2 pursuant to applicable law.

3 5. DESIGNATING PROTECTED MATERIAL

4 5.1 Exercise of Restraint and Care in Designating Material for Protection.

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

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

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

20 5.2 Manner and Timing of Designations. Except as otherwise provided in
21 this Stipulated Protective Order (e.g., second paragraph of section 5.2(a) below), or
22 as otherwise stipulated or ordered, Disclosure or Discovery Material that qualifies
23 for protection under this Stipulated Protective Order must be clearly so designated
24 before the material is disclosed or produced.

25 Designation in conformity with this Stipulated Protective Order requires:

26 (a) for information in documentary form (e.g., paper or electronic
27 documents, but excluding transcripts of depositions or other pretrial or trial
28 proceedings), that the Producing Party affix at a minimum, the legend

1 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – OUTSIDE COUNSEL’S
2 EYES ONLY” (hereinafter the “CONFIDENTIALITY LEGEND”) to each page that
3 contains protected material.

4 A Party or Non-Party that makes original documents available for
5 inspection need not designate them for protection until after the inspecting Party has
6 indicated which documents it would like copied and produced. During the inspection
7 and before the designation, all of the material made available for inspection will be
8 deemed “CONFIDENTIAL.” After the inspecting Party has identified the documents
9 it wants copied and produced, the Producing Party must determine which documents,
10 or portions thereof, qualify for protection under this Stipulated Protective Order.
11 Then, before producing the specified documents, the Producing Party must affix the
12 appropriate CONFIDENTIALITY LEGEND to each page that contains Protected
13 Material.

14 (b) for testimony given in depositions that the Designating Party
15 identify the Disclosure or Discovery Material on the record, before the close of the
16 deposition all protected testimony and specify the level of protection being asserted.
17 When it is impractical to identify separately each portion of testimony that is entitled
18 to protection and it appears that substantial portions of the testimony may qualify for
19 protection, the Designating Party may invoke on the record (before the deposition,
20 hearing, or other proceeding is concluded) a right to have up to 30 business days after
21 receipt of the final certified transcript of the proceedings becomes available to
22 identify the specific portions of the testimony as to which protection is sought and to
23 specify the level of protection being asserted. Only those portions of the testimony
24 that are appropriately designated for protection within the 30 business days shall be
25 covered by the provisions of this Stipulated Protective Order. Alternatively, a
26 Designating Party may specify, at the deposition or up to 30 business days afterwards
27 if that period is properly invoked, that the entire transcript shall be treated as
28

1 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – OUTSIDE COUNSEL’S
2 EYES ONLY.”

3 The use of a document as an exhibit at a deposition shall not in any way
4 affect its designation as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL –
5 OUTSIDE COUNSEL’S EYES ONLY.”

6 Transcripts containing Protected Material shall have an obvious legend
7 on the title page that the transcript contains Protected Material, and the title page shall
8 be followed by a list of all pages (including line numbers as appropriate) that have
9 been designated as Protected Material and the level of protection being asserted by
10 the Designating Party. The Designating Party shall inform the court reporter of these
11 requirements. Any transcript that is prepared before the expiration of a 30-day period
12 for designation shall be treated during that period as if it had been designated
13 “CONFIDENTIAL” in its entirety unless otherwise agreed. After the expiration of
14 that period, the transcript shall be treated only as actually designated.

15 In the event a deposition is videotaped, the original and all copies of the
16 videotape shall be marked by the video technician to indicate that the contents of the
17 videotape are subject to this Stipulated Protective Order, substantially along the lines
18 of “This videotape contains confidential testimony used in this Action and is not to
19 be viewed or the contents thereof to be displayed or revealed except pursuant to the
20 terms of the operative Stipulated Protective Order in this Action or pursuant to
21 written stipulation of the Parties.”

22 (c) for information produced in some form other than documentary
23 and for any other tangible items, that the Producing Party affix in a prominent place
24 on the exterior of the container or containers in which the information is stored the
25 appropriate CONFIDENTIALITY LEGEND. If affixing the appropriate
26 CONFIDENTIALITY LEGEND on a container is not feasible, the Designating Party
27 shall find another means to identify the information, for example through a cover
28 letter or other communication.

1 (d) for electronic information produced in native format or another
2 format that does not permit designation of pages, that the Producing Party include
3 the appropriate CONFIDENTIALITY LEGEND in the associated metadata, if
4 possible, and on the placeholder page.

5 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent
6 failure to designate Protected Material or items does not, standing alone, waive the
7 Designating Party's right to secure protection under this Stipulated Protective Order
8 for such material. Any party that inadvertently or unintentionally produces Protected
9 Material without designating it as such may request destruction of that Protected
10 Material by notifying the recipient(s), as soon as reasonably possible after the
11 Producing Party becomes aware of the inadvertent or unintentional disclosure, and
12 providing replacement Protected Material that is properly designated. The recipient(s)
13 shall then destroy all copies of the inadvertently or unintentionally produced
14 Protected Material and any documents, information, or material derived from or
15 based thereon. Upon correction of a designation, the Receiving Party must make
16 reasonable efforts to assure that the material is treated in accordance with the
17 provisions of this Stipulated Protective Order.

18 5.4 Changes to Designations. A party may upward designate (i.e., change
19 any documents without a designation to a designation of "CONFIDENTIAL" or
20 "HIGHLY CONFIDENTIAL – OUTSIDE COUNSEL'S EYES ONLY") any
21 Disclosure or Discovery Material produced by any other Party or Non-Party,
22 provided that said Disclosure or Discovery Material contains the upward Designating
23 Party's own Protected Material. Upward designation shall be accomplished by
24 providing written notice to all parties identifying (by Bates number or other
25 individually identifiable information) the Disclosure or Discovery Information to be
26 re-designated. Any party may object to the upward designation of Disclosure or
27 Discovery Material pursuant to the procedures set forth herein regarding challenging
28 designations.

1 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

2 6.1 Timing of Challenges. Any Party or Non-Party may challenge a
3 designation of confidentiality at any time that is consistent with the Court’s
4 Scheduling Order.

5 6.2 Meet and Confer. The Challenging Party will initiate the dispute
6 resolution process under Local Rule 37.1 et seq. To avoid ambiguity as to whether a
7 challenge has been made, the written notice provided pursuant to Local Rule 37.1
8 must recite that the challenge to confidentiality is being made in accordance with this
9 specific paragraph of the Stipulated Protective Order.

10 6.3 Judicial Intervention. If the Parties cannot resolve a challenge without
11 Court intervention, the Parties shall follow Judge Rocconi’s procedures for
12 Discovery Motions. The burden of persuasion in any such challenge proceeding will
13 be on the Designating Party. Frivolous challenges, and those made for an improper
14 purpose (e.g., to harass or impose unnecessary expenses and burdens on other parties)
15 may expose the Challenging Party to sanctions. Unless the Designating Party has
16 waived or withdrawn the confidentiality designation, all parties will continue to
17 afford the material in question the level of protection to which it is entitled under the
18 Designating Party’s designation until the Court rules on the challenge.

19 7. ACCESS TO AND USE OF PROTECTED MATERIAL

20 7.1 Basic Principles. A Receiving Party may use Protected Material that is
21 disclosed or produced by another Party or by a Non-Party in connection with this
22 Action only for prosecuting, defending, or attempting to settle this Action. Such
23 Protected Material may be disclosed only to the categories of persons and under the
24 conditions described in this Stipulated Protective Order. When the Action has been
25 terminated, a Receiving Party must comply with the provisions of Section 13 below
26 (FINAL DISPOSITION).

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

4 7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless
5 otherwise ordered by the Court or permitted in writing by the Designating Party, a
6 Receiving Party may disclose any information or item designated “CONFIDENTIAL”
7 only to:

8 (a) the Parties to this Action;

9 (b) the Receiving Party’s Outside Counsel of Record in this Action,
10 as well as employees of said Outside Counsel of Record to whom it is reasonably
11 necessary to disclose the information for this Action;

12 (c) the officers, directors, and employees (including House Counsel
13 and in-house legal staff) of the Receiving Party to whom disclosure is reasonably
14 necessary for this Action;

15 (d) Experts (as defined in this Stipulated Protective Order) of the
16 Receiving Party, as well as supporting personnel employed by such Experts and
17 assigned to assist the Experts’ work in this Action, to whom disclosure is reasonably
18 necessary for this Action and who have signed the “Acknowledgment and Agreement
19 to Be Bound” (Exhibit A);

20 (e) the Court and its personnel;

21 (f) stenographic reporters, videographers and their respective staff;
22 professional jury or trial consultants, mock jurors, and Professional Vendors to whom
23 disclosure is reasonably necessary for this Action and who have signed the
24 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

25 (g) during their depositions, witnesses in the action that are not
26 otherwise authorized to receive Protected Material pursuant to Section 7.2(a)-(f) or
27 (h)-(k) to whom disclosure is reasonably necessary and who have signed the
28 “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless the Designating

1 Party objects to such disclosure or except as otherwise ordered by the Court.
2 Receiving Parties shall give the Designating Party reasonable notice if they expect to
3 provide a witness, during a deposition, with Protected Material pursuant to this
4 Section 7.2(g). Pages of transcribed deposition testimony or exhibits to depositions
5 that reveal Protected Material must be separately bound by the court reporter and
6 may not be disclosed to anyone except as permitted under this Stipulated Protective
7 Order;

8 (h) the author, recipient, or custodian of a document containing the
9 information (for the avoidance of doubt, this provision is not meant to limit 7.2(c));

10 (i) any current employee of the Designating Party;

11 (j) any mediator or settlement officer, and their supporting personnel,
12 mutually agreed upon by any of the parties engaged in settlement discussions,
13 provided that such persons have first been given a copy of this Stipulated Protective
14 Order and have executed the “Acknowledgment and Agreement to Be Bound”
15 (Exhibit A); and

16 (k) any other persons as to whom all the Parties agree in writing,
17 provided that such persons have first been given a copy of this Stipulated Protective
18 Order and have executed the “Acknowledgment and Agreement to Be Bound”
19 (Exhibit A). The Parties agree to consider such requests in good faith. No disclosure
20 to such other persons shall take place until all the Parties agree in writing.

21 7.3 Disclosure of Protected Material Designated “HIGHLY
22 CONFIDENTIAL – OUTSIDE COUNSEL’S EYES ONLY.” Unless ordered by the
23 Court or permitted in writing by the Designating Party, a Receiving Party may
24 disclose any information or item designated “HIGHLY CONFIDENTIAL –
25 OUTSIDE COUNSEL’S EYES ONLY,” only to:

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

1 (b) Experts (as defined in this Stipulated Protective Order) of the
2 Receiving Party, as well as supporting personnel employed by such Experts and
3 assigned to assist the Experts' work in this Action, to whom disclosure is reasonably
4 necessary for this Action and who have signed the "Acknowledgment and Agreement
5 to Be Bound" (Exhibit A);

6 (c) the Court and its personnel;

7 (d) stenographic reporters, videographers and their respective staff,
8 professional jury or trial consultants, mock jurors, and Professional Vendors to whom
9 disclosure is reasonably necessary for this litigation and who have signed the
10 "Acknowledgment and Agreement to Be Bound" (Exhibit A);

11 (e) the author, recipient, or custodian of a document containing the
12 information;

13 (f) any current employee of the Designating Party;

14 (g) any mediator or settlement officer, and their supporting personnel,
15 mutually agreed upon by any of the parties engaged in settlement discussions,
16 provided that such persons have first been given a copy of this Stipulated Protective
17 Order and have executed the "Acknowledgment and Agreement to Be Bound"
18 (Exhibit A); and

19 (h) any other persons as to whom all the Parties agree in writing,
20 provided that such persons have first been given a copy of this Stipulated Protective
21 Order and have executed the "Acknowledgment and Agreement to Be Bound"
22 (Exhibit A). The Parties agree to consider such requests in good faith. No disclosure
23 to such other persons shall take place until all the Parties agree in writing.

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

26 If a Party is served with a subpoena or a court order issued in other litigation
27 that compels disclosure of any information or items designated in this Action as
28

1 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – OUTSIDE COUNSEL’S
2 EYES ONLY,” that Party must:

3 (a) promptly notify in writing the Designating Party. Such notification will
4 include a copy of the subpoena or court order;

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

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

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

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

22 (a) The terms of this Stipulated Protective Order are applicable to
23 information produced by a Non-Party in this Action and designated as
24 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – OUTSIDE COUNSEL’S
25 EYES ONLY.” Such information produced by Non-Parties in connection with this
26 litigation is protected by the remedies and relief provided by this Stipulated
27 Protective Order. Nothing in these provisions should be construed as prohibiting a
28 Non-Party from seeking additional protections.

1 (b) In the event that a Party is required, by a valid discovery request, to
2 produce a Non-Party's confidential information in its possession, and the Party is
3 subject to an agreement with the Non-Party not to produce the Non-Party's
4 confidential information, then the Party will:

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

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

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

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

21 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

22 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed
23 Protected Material to any person or in any circumstance not authorized under this
24 Stipulated Protective Order, the Receiving Party must immediately (a) notify in
25 writing the Designating Party of the unauthorized disclosures, (b) use its best efforts
26 to retrieve all unauthorized copies of the Protected Material, (c) inform the person or
27 persons to whom unauthorized disclosures were made of all the terms of this
28

1 Stipulated Protective Order, and (d) request such person or persons to execute the
2 “Acknowledgment and Agreement to Be Bound” that is attached hereto as Exhibit A.

3 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE
4 PROTECTED MATERIAL

5 (a) When a Producing Party gives notice to Receiving Parties that certain
6 produced material is subject to a claim of privilege or other protection, the obligations
7 of the Receiving Parties are those set forth in Federal Rule of Civil Procedure
8 26(b)(5)(B). For the avoidance of doubt, that procedure is as follows: (i) If any
9 Producing Party learns that its privileged or Protected Material has been produced, it
10 must promptly notify the Receiving Party in writing; (ii) upon notification from any
11 Producing Party who has produced material that it believes is privileged and/or
12 protected (the “Clawed Back Material”), the Receiving Party shall promptly, within
13 three business days, return such Clawed Back Material and all copies to the
14 Producing Party, or destroy such Clawed Back Material and certify that destruction
15 to the Producing Party; (iii) the Producing Party must provide the Receiving Party
16 with a complete privilege log entry for each document comprising the Clawed Back
17 Material; (iv) with regard to any challenge to the Clawed Back Material, the
18 Receiving Party will initiate the dispute resolution process under Local Rule 37.1 et
19 seq. within 10 business days of receiving the privilege log entry and, in the event the
20 Parties cannot resolve the challenge, the Parties shall follow Judge Rocconi’s
21 procedures for Discovery Motions; (v) the Producing Party must preserve the Clawed
22 Back Material until the challenge is resolved; and (vi) any challenge to the Clawed
23 Back Material made by the Receiving Party shall not rely on any portion of the
24 Clawed Back Material other than the information disclosed in the Producing Party’s
25 privilege log.

26 (b) Pursuant to Federal Rule of Evidence 502(d), the production of
27 privileged or work-product protected documents, electronically stored information or
28 other information, for any reason, is not a waiver of the privilege or protection from

1 discovery in this case or in any other federal or state proceeding, except where, and
2 only to the extent that, the producing party clearly and unambiguously expresses its
3 intention to waive that privilege or protection. This Stipulated Protective Order shall
4 be interpreted to provide the maximum protection allowed by Federal Rule of
5 Evidence 502(d). In light of this Stipulated Protective Order, the provisions of Rule
6 502(b) do not apply.

7 12. MISCELLANEOUS

8 12.1 Right to Further Relief. Nothing in this Stipulated Protective Order
9 abridges the right of any person to seek its modification by the Court in the future.

10 12.2 Right to Assert Other Objections. By stipulating to the entry of this
11 Stipulated Protective Order no Party waives any right it otherwise would have to
12 object to disclosing or producing any information or item on any ground not
13 addressed in this Stipulated Protective 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 Stipulated Protective Order.

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

22 13. FINAL DISPOSITION

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

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

15 14. VIOLATION

16 Any willful violation of this Stipulated Protective Order may be punished by
17 civil or criminal contempt proceedings, financial or evidentiary sanctions, reference
18 to disciplinary authorities, or other appropriate action, all at the discretion of the
19 Court.

20
21 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

22
23 DATED: October 5, 2022

/s/ Richard S. Busch

Richard S. Busch
Attorney for Plaintiff/Counterclaim
Defendant Comedians

24
25
26 DATED: October 5, 2022

/s/ Paul M. Fakler

Paul M. Fakler
Attorney for Defendant/Counterclaimant
Pandora

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

DATED: October 5, 2022

/s/ Lauren A. Moskowitz
Lauren A. Moskowitz
Attorney for Defendant/Counterclaimant
Pandora

FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

DATED: October 13, 2022



HON. MARGO A. ROCCONI
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 perjury
5 that I have read in its entirety and understand the Stipulated Protective Order that was
6 issued by the United States District Court for the Central District of California on
7 _____ [date] in the case of *In re PANDORA MEDIA, LLC*
8 *COPYRIGHT LITIGATION*, No. 2:22-cv-00809-MCS-MAR. I agree to comply with
9 and to be bound by all the terms of this Stipulated Protective Order and I understand
10 and acknowledge that failure to so comply could expose me to sanctions and
11 punishment in the nature of contempt. I solemnly promise that I will not disclose in
12 any manner any information or item that is subject to this Stipulated Protective Order
13 to any person or entity except in strict compliance with the provisions of this
14 Stipulated Protective Order.

15 I further agree to submit to the jurisdiction of the United States District Court
16 for the Central District of California for the purpose of enforcing the terms of this
17 Stipulated Protective Order, even if such enforcement proceedings occur after
18 termination of this action. I hereby appoint _____ [print or
19 type full name] of _____ [print or type full
20 address and telephone number] as my California agent for service of process in
21 connection with this action or any proceedings related to enforcement of this
22 Stipulated Protective Order.

23 Date: _____

24 City and State where signed: _____

25 Printed name: _____

26 Signature: _____

27
28