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BRYAN PRINGLE
17

18 **UNITED STATES DISTRICT COURT**
19 **CENTRAL DISTRICT OF CALIFORNIA**
20 **SOUTHERN DIVISION**

21 BRYAN PRINGLE, an individual,) Case No. SACV 10-1656 JST(RZx)
22 Plaintiff,) **STIPULATED PROTECTIVE**
23 v.) **ORDER RE CONFIDENTIAL**
24 WILLIAM ADAMS, JR.; STACY) **INFORMATION**
25 FERGUSON; ALLAN PINEDA; and)
26 JAIME GOMEZ, all individually and)
collectively as the music group The Black)
27 Eyed Peas, *et al.*,)
Defendants.)

28

1 **STIPULATION REGARDING CONFIDENTIAL INFORMATION**

2 IT IS HEREBY STIPULATED by the parties, through their respective
3 attorneys of record and pursuant to Fed. R. Civ. P. 26(c) and 29 that upon entry of
4 this Protective Order, discovery in this case of highly sensitive financial, confidential
5 business, and/or trade secret information of the parties and non-parties to this action
6 shall be conducted on the following terms and conditions:

7 **1. PURPOSES AND LIMITATIONS**

8 The parties hereby stipulate and petition the Court to enter the following
9 Protective Order. The parties acknowledge that this Protective Order does not confer
10 blanket protections on all disclosures or responses to discovery and that the
11 protection it affords extends only to the limited information or items that are entitled
12 under the applicable legal principles to treatment as confidential. Designations by
13 the parties should be limited to information that has not been made public and that
14 the designating party believes in good faith will cause harm to its competitive
15 position if disclosed. The parties further acknowledge, as set forth in Section 10,
16 below, that this Protective Order creates no entitlement to file confidential
17 information under seal; C.D. California Local Rule 79-5.1 sets forth the procedures
18 that must be followed and reflects the standards that will be applied when a party
19 seeks permission from the Court to file material under seal.

20 **2. DEFINITIONS**

21 2.1 Party: any party to this action, including all of its officers, directors,
22 employees, consultants, retained experts, and outside counsel (and their support
23 staff).

24 2.2 Disclosure or Discovery Material: all items or information, regardless
25 of the medium or manner generated, stored, or maintained (including, among other
26 things, testimony, transcripts, or tangible things) that are produced or generated in
27 disclosures, responses to discovery, or pretrial proceedings in this matter.

28

1 2.3 “CONFIDENTIAL” Information or Items: proprietary information not
2 generally known to the public, including without limitation (i) trade secrets, financial
3 and accounting information, profit margins, banking information, personal financial
4 and personal banking information of the individual parties to this lawsuit, and/or
5 confidential proprietary business information not readily available to the general
6 public (including, without limitation, information related to the means, process or
7 manner in which any musical compositions and/or recordings were created);
8 (ii) information subject to a right of privacy; (iii) information that the Producing
9 Party has verified is subject to a pre-existing duty of confidentiality; or
10 (iv) information the Court, after appropriate notice, an opportunity for the parties to
11 be heard, and for good cause shown, rules shall be treated as CONFIDENTIAL
12 pursuant to this Order. CONFIDENTIAL Information shall be labeled as
13 “CONFIDENTIAL” and thereby designated as CONFIDENTIAL pursuant to this
14 Order.

15 2.4 “HIGHLY CONFIDENTIAL” Information or Items: CONFIDENTIAL
16 Information or Items, the disclosure of which to a Party or non-party would create a
17 substantial risk of serious injury and/or competitive advantage or injury that could
18 not be avoided by less restrictive means, and which is therefore entitled to a higher
19 level of protection.

20 2.5 Receiving Party: a Party that receives Disclosure or Discovery Material
21 from a Producing Party in the action.

22 2.6 Producing Party: a Party or non-party that produces Disclosure or
23 Discovery Material in this action.

24 2.7 Designating Party: a Party or non-party that designates information or
25 items that it produces in disclosures or in responses to discovery as
26 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL”

27 2.8 Protected Material: any Disclosure or Discovery Material that is
28 designated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL”

1 2.9 Outside Counsel: attorneys who are not employees of a Party but who
2 are retained to represent or advise a Party in this action.

3 2.10 House Counsel: attorneys who are employees of a Party.

4 2.11 Counsel (without qualifier): Outside Counsel and House Counsel (as
5 well as their support staffs).

6 2.12 Expert: a person with specialized knowledge or experience in a matter
7 pertinent to the litigation who has been retained by a Party or its counsel to serve as
8 an expert witness or as a consultant in this action and who is not a past or a current
9 employee of a Party or of a competitor of a Party's and who, at the time of retention,
10 is not anticipated to become an employee of a Party or a competitor of a Party's.
11 This definition includes a professional jury or trial consultant retained in connection
12 with this litigation.

13 **3. SCOPE**

14 The protections conferred by this Protective Order cover not only Protected
15 Material (as defined above), but also any information copied or extracted therefrom,
16 as well as all copies, excerpts, summaries, or compilations thereof, plus testimony,
17 conversations, or presentations by parties or counsel prior to trial that might reveal
18 Protected Material.

19 **4. DURATION**

20 Subject to Paragraph 11 below (FINAL DISPOSITION), the provisions of this
21 Protective Order shall remain in effect following the final conclusion of this action;
22 *provided*, however, that the parties shall discuss, and the Court may direct,
23 procedures governing the use of Protected Material at trial or a pre-trial hearing.

24 **5. DESIGNATING PROTECTED MATERIAL**

25 5.1 Designating Material for Protection. Each Designating Party that
26 designates information or items for protection under this Protective Order must limit
27 any such designation to specific material that qualifies Confidential Information or
28 Highly Confidential Information under the appropriate standards. A Designating

1 Party should designate for protection only those parts of material, documents, items,
2 or oral or written communications that qualify as Confidential Information or Highly
3 Confidential Information under the appropriate standards. Mass, indiscriminate, or
4 routinized designations are inappropriate.

5 If it comes to a Party's or a non-party's attention that information or
6 items that it designated for protection do not qualify for protection, or do not qualify
7 for the level of protection initially asserted, that Party or non-party must notify all
8 other parties that it is withdrawing the designation within a reasonable period of
9 time.

10 5.2 Manner and Timing of Designations. Except as otherwise provided in
11 this Protective Order, or as otherwise stipulated or ordered, material that qualifies for
12 protection under this Protective Order must be so designated before the material is
13 disclosed or produced, although a Disclosing Party has a right to designate
14 Confidential Information or Highly Confidential Information that it in good faith
15 inadvertently omitted from designation

16 Designation as Protected Material in conformity with this Protective Order
17 requires:

18 (a) For information in documentary form (apart from transcripts of
19 depositions or other pretrial proceedings), that the Producing Party affix the legend
20 "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES
21 ONLY" at the top or bottom of each page that contains Protected Material. If only a
22 portion or portions of the material on a page qualifies for protection, the Producing
23 Party also must clearly identify the protected portion(s) (e.g., by making appropriate
24 markings in the margins).

25 A Party or non-party that makes original documents or materials
26 available for inspection need not designate them for protection until after the
27 inspecting Party has indicated which material it would like copied and produced.
28 After the inspecting Party has identified the documents it wants copied and produced,

1 the Producing Party must determine which documents, or portions thereof, qualify
2 for protection under this Protective Order, then, before producing the specified
3 documents, the Producing Party must affix the appropriate legend at the top or
4 bottom of each page that contains Protected Material. If only a portion or portions of
5 the material on a page qualifies for protection, the Producing Party also must clearly
6 identify the protected portion(s) (e.g., by making appropriate markings in the
7 margins).

8 (b) for testimony given in deposition or in other pretrial proceedings,
9 that the Party or non-party offering or sponsoring the testimony identify on the
10 record, before the close of the deposition, hearing, or other pretrial proceeding, all
11 protected testimony, and further specify any portions of the testimony that qualify as
12 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL.” When it is impractical to
13 identify separately on the record each portion of testimony that is entitled to
14 protection, and when it appears that substantial portions of the testimony may qualify
15 for protection, the Party or non-party that sponsors, offers, or gives the testimony
16 may invoke on the record (before the deposition or pretrial proceeding is concluded)
17 a right to have a reasonable period of time from receipt of the transcript from the
18 court reporter to identify the specific portions of the testimony as to which protection
19 is sought. In the event such right is invoked, the entire deposition or pretrial
20 proceeding transcript and recording shall be treated as “HIGHLY CONFIDENTIAL”
21 until such specific designations are made.

22 Deposition, hearing or non-trial transcript pages and recordings
23 containing Protected Material must be marked by the court reporter as
24 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL” as instructed by the Party or
25 nonparty offering or sponsoring the witness or presenting the testimony.

26 (c) for information produced in some form other than documentary,
27 and for any other tangible items, that the Producing Party affix in a prominent place
28 on the exterior of the container or containers in which the information or item is

1 stored the legend “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL.” If only
2 portions of the information or item warrant protection, the Producing Party, to the
3 extent practicable, shall identify the protected portions.

4 5.3 Inadvertent Failures to Designate. If corrected within a reasonable
5 period of time, an inadvertent failure to designate qualified information or items as
6 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL” does not, standing alone,
7 waive the Producing Party’s right to secure protection under this Protective Order for
8 such material. If material is appropriately designated as “CONFIDENTIAL” or
9 “HIGHLY CONFIDENTIAL” after the material was initially produced, the
10 Receiving Party, on timely notification of the designation, must make reasonable
11 efforts to assure that the material is treated in accordance with the provisions of this
12 Protective Order.

13 **6. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

14 6.1 Timing of Challenges. Any challenge to a Designating Party’s
15 confidentiality designation is to be done within a reasonable period of time by the
16 Receiving Party after receipt of the confidentiality designation.

17 6.2 Meet and Confer. A Receiving Party that elects to initiate a challenge to
18 a Designating Party’s confidentiality designation must do so in accordance with the
19 requirements of C.D. California Local Rule 37-1.

20 6.3 Judicial Intervention. If, after the parties meet and confer in accordance
21 with C.D. California Local Rules 37-1, no agreement has been reached as to the
22 Designating Party’s Designation, the Receiving Party may apply to the Court,
23 pursuant to the discovery dispute procedures set forth in C.D. California Local Rules
24 37-1 through 37-3, seeking an Order setting aside the confidentiality designation, or
25 applying a different level of protection.

26 The burden of persuasion in any such challenge shall be on the
27 Designating Party. Until the Court rules on the challenge, all parties shall continue
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1 to afford the material in question the level of protection to which it is entitled under
2 the Producing Party's designation.

3 **7. ACCESS TO AND USE OF PROTECTED MATERIAL**

4 7.1 Basic Principles. A Receiving Party may only use Protected Material
5 that is disclosed or produced by another Party or by a non-party only in connection
6 with this case for prosecuting, defending, attempting to settle this litigation, trial,
7 appeals, and any other matters necessary to the litigation of only this matter. Such
8 Protected Material may be disclosed only to the categories of persons and under the
9 conditions described in this Protective Order. When the litigation has been
10 terminated, a Receiving Party must comply with the provisions of section 11, below
11 (FINAL DISPOSITION).

12 Protected Material shall be stored and maintained by a Receiving Party
13 at a location and in a secure manner that ensures that access is limited to the persons
14 authorized under this Order.

15 7.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless
16 otherwise ordered by the Court or permitted in writing by the Designating Party, a
17 Receiving Party may disclose any information or item designated CONFIDENTIAL
18 only to:

19 (a) the Receiving Party's Outside Counsel of record in this action, In-
20 House Counsel who are actively involved in the prosecution or defense of this action,
21 and employees of said Outside Counsel and In-House Counsel to whom it is essential
22 to disclose the information for this litigation

23 (b) the Receiving Party and its officers, directors, and employees
24 (including House Counsel) to whom disclosure is essential for this litigation;

25 (c) Experts (as defined in this Order) of the Receiving Party to whom
26 disclosure is essential for this litigation;

27 (d) the Court and its personnel;

28 (e) court reporters and their staff;

1 (f) during their depositions, a deponent in the action to whom
2 disclosure is essential and such deponent is otherwise able under the terms of this
3 order to review Protected Material. Pages of transcribed deposition testimony,
4 recordings of deposition testimony, or exhibits to depositions that reveal Protected
5 Material must be designated as “CONFIDENTIAL” or Highly Confidential by the
6 court reporter and may not be disclosed to anyone except as permitted under this
7 Protective Order;

8 (g) the author of the document or the original source of the
9 information.

10 7.3 Disclosure of “HIGHLY CONFIDENTIAL” Information or Items.

11 Unless otherwise ordered by the Court or permitted in writing by the Designating
12 Party, a Receiving Party may disclose any information or item designated HIGHLY
13 CONFIDENTIAL only to the categories of individuals in paragraphs (a), (c), (d), (e)
14 and (g) of Section 7.2 above.

15 To the extent anyone listed in Section 7.2, paragraph (c) is required to be
16 shown any document or information designated as “CONFIDENTIAL” or “HIGHLY
17 CONFIDENTIAL,” that person shall be required to sign the Acknowledgement and
18 Agreement to Be Bound attached hereto as Exhibit A prior to such disclosure.

19 7.4 Non-Dissemination of Deposition Transcripts, Videos and Recordings.

20 Regardless of whether or not any portion of a transcript, video or recording of a
21 deposition taken in this action has been designated as “CONFIDENTIAL” or
22 “HIGHLY CONFIDENTIAL,” no party receiving such hearing transcript, video or
23 recording, or a copy thereof, may cause such transcript, video or recording, or any
24 portion thereof, to be publicly disseminated, including without limitation by posting
25 such transcript, video or recording, or portion thereof, to a publicly available site or
26 by any other means on the Internet or other electronic means of publication or
27 distribution.

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1 **8. PROTECTED MATERIAL SUBPOENAED OR ORDERED**
2 **PRODUCED IN OTHER LITIGATION**

3 If a Receiving Party is served with a subpoena or an order issued in another
4 litigation that would compel disclosure of any information or items designated in this
5 action as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL,” the Receiving Party
6 must so notify the Designating Party in writing no more than three court days after
7 receiving the subpoena or order. Such notification must include a copy of the
8 subpoena or court order.

9 The Receiving Party also must timely inform in writing the Party who caused
10 the subpoena or order to issue in the other litigation that some or all the material
11 covered by the subpoena or order is the subject of this Protective Order. In addition,
12 the Receiving Party must deliver a copy of this Protective Order promptly to the
13 Party in the other action that caused the subpoena or order to issue.

14 The purpose of imposing these duties is to alert the interested parties to the
15 existence of this Protective Order and to afford the Designating Party in this case an
16 opportunity to try to protect its confidentiality interests in the court from which the
17 subpoena or order issued.

18 **9. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

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

25 **10. FILING PROTECTED MATERIAL**

26 Without written permission from the Designating Party or a Court Order
27 secured after appropriate notice to all interested persons, a Party may not file in the
28

1 public record in this action any Protected Material. A Party that seeks to file under
2 seal any Protected Material must comply with C.D. California Local Rule 79-5.1.

3 **11. FINAL DISPOSITION**

4 Unless otherwise ordered or agreed in writing by the Producing Party, within
5 ninety days after the final termination of this action, each Receiving Party must
6 either return all Protected Material (including all copies, abstracts, compilations,
7 summaries or any other form of reproducing or capturing any of the Protected
8 Material) to the Producing Party or, upon request of the Producing Party, certify that
9 all such Protected Material has been destroyed. Notwithstanding this provision,
10 Counsel are entitled to retain an archival copy of all pleadings, motion papers,
11 transcripts, legal memoranda, correspondence or attorney work product, even if such
12 materials contain Protected Material.

13 **12. MISCELLANEOUS**

14 12.1 Right to Further Relief. Nothing in this Protective Order abridges the
15 right of any person to seek additional relief and/or a modification of this Protective
16 Order by the Court in the future.

17 12.2 Right to Assert Other Objections. By stipulating to the entry of this
18 Protective Order, no Party waives any right it otherwise would have to object to
19 disclosing or producing any information or item on any ground not addressed in this
20 Protective Order. Similarly, no Party waives any right to object on any ground to use
21 in evidence any of the material covered by this Protective Order.

22 **IT IS SO STIPULATED.**


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HAMPTONHOLLEY LLP
2101 East Coast Highway, Suite 250
Corona del Mar, California 92628


1 Dated: June 15, 2011

Respectfully submitted,

2 MILLER, CANFIELD, PADDOCK AND STONE, P.L.C.

3
4 By: 
5 Dean A. Dickie
6 Attorneys for Plaintiff
7 BRYAN PRINGLE

8 BRYAN CAVE LLP

9 By: 
10 Kara E.F. Cenar
11 Attorneys for Defendants
12 WILLIAM ADAMS; STACY FERGUSON;
13 ALLAN PINEDA; and JAIME GOMEZ, all
14 individually and collectively as the music group
15 THE BLACK EYED PEAS; will.i.am music, llc;
16 TAB MAGNETIC PUBLISHING; CHERRY
17 RIVER MUSIC CO.; HEADPHONE JUNKIE
18 PUBLISHING, LLC.; JEEPNEY MUSIC, INC.;
19 EMI APRIL MUSIC, INC.

20 CALDWELL LESLIE AND PROCTOR PC

21 By: _____
22 Linda M. Burrow
23 Attorneys for Defendants
24 UMG RECORDINGS, INC. and INTERSCOPE
25 RECORDS

26 LOEB & LOEB LLP

27 By: _____
28 Barry I. Slotnick
Tal E. Dickstein
Attorneys for Defendants
SHAPIRO, BERNSTEIN & CO., INC.,
FREDERIC RIESTERER and DAVID GUETTA

FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

29 Dated: _____

HON. RALPH ZAREFSKY
United States Magistrate Judge

HAMPTON HOLLEY LLP
2101 East Coast Highway, Suite 260
Cereso del Mar, California 94025

1 Dated: June 15, 2011

Respectfully submitted,

2 MILLER, CANFIELD, PADDOCK AND STONE, P.L.C.

3
4 By: 

Dean A. Dickie
Attorneys for Plaintiff
5 BRYAN PRINGLE

6
7 BRYAN CAVE LLP

8 By: _____

Kara E.F. Cengar
Attorneys for Defendants
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14 CALDWELL LESLIE AND PROCTOR PC

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16 By: 

Linda M. Burrow
Attorneys for Defendants
17 UMG RECORDINGS, INC. and INTERSCOPE
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18
19 LOEB & LOEB LLP

20 By: _____

Barry I. Slotnick
Tal E. Dickstein
Attorneys for Defendants
21 SHAPIRO, BERNSTEIN & CO., INC.,
22 FREDERIC RIESTERER and DAVID GUETTA

23
24 **FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.**

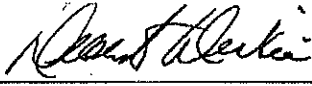
25
26 Dated: _____

HON. RALPH ZAREFSKY
United States Magistrate Judge

1 Dated: June 15, 2011

Respectfully submitted,

2 MILLER, CANFIELD, PADDOCK AND STONE, P.L.C.

3
4 By: 
5 Dean A. Dickie
6 Attorneys for Plaintiff
7 BRYAN PRINGLE


8 BRYAN CAVE LLP

9 By: _____
10 Kara E.F. Cenar
11 Attorneys for Defendants
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26 LOEB & LOEB LLP

27 By: 
28 Barry I. Slotnick
Tal E. Dickstein
Attorneys for Defendants
SHAPIRO, BERNSTEIN & CO., INC.,
FREDERIC RIESTERER and DAVID GUETTA

FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

29 Dated: _____

30 _____
31 HON. RALPH ZAREFSKY
32 United States Magistrate Judge

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EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name], of
_____ [print or type full address],

declare under penalty of perjury that I have read in its entirety and understand the Protective Order that was issued by the United States District Court for the Central District of California on the date cited on the first page of the Protective Order in the case of *Bryan Pringle v. William Adams, Jr., et al.*, Case No. SACV 10-1656 JST(RZx). I agree to comply with and to be bound by all the terms of this Protective Order and I understand and acknowledge that failure to so comply could expose me to sanctions and punishment in the nature of contempt. I solemnly promise that I will not disclose in any manner any information or item that is subject to this Protective Order to any person or entity except in strict compliance with the provisions of this Protective Order.

I further agree to submit to the jurisdiction of the United States District Court for the Central District of California for the purpose of enforcing the terms of this Protective Order, even if such enforcement proceedings occur after termination of this action.

I hereby appoint _____ [print or type full name] of
_____ [print or type 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 Protective Order.

Date: _____
City and State where sworn and signed: _____
Printed name: _____
Signature: _____