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16 Attorneys for Plaintiff  
BRYAN PRINGLE

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**  
 ) **INFORMATION**

24 WILLIAM ADAMS, JR.; STACY ) **DENIED**  
25 FERGUSON; ALLAN PINEDA; and ) **BY ORDER OF THE COURT**  
26 JAIME GOMEZ, all individually and )  
collectively as the music group The Black )  
27 Eyed Peas, *et al.*, )  
28 Defendants. )

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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28

1 Dated: June 23, 2011

Respectfully submitted,

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

3 By: \_\_\_\_\_  
4 Dean A. Dickie  
Attorneys for Plaintiff  
5 BRYAN PRINGLE

6 BRYAN CAVE LLP

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

13 CALDWELL LESLIE AND PROCTOR PC

14 By: \_\_\_\_\_  
15 Linda M. Burrow  
Attorneys for Defendants  
16 UMG RECORDINGS, INC. and INTERSCOPE  
RECORDS

17 LOEB & LOEB LLP

18 By: \_\_\_\_\_  
19 Barry I. Slotnick  
Tal E. Dickstein  
Attorneys for Defendants  
20 SHAPIRO, BERNSTEIN & CO., INC.,  
21 FREDERIC RIESTERER and DAVID GUETTA

22 **~~FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.~~**

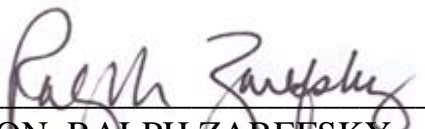
23  
24  
25 FED. R. CIV. P. 26(c) requires a showing of good cause for the entry of a  
26 protective order, and the Court must find good cause even if the parties have  
27 stipulated to the existence of a protective order. *Jepson Inc. v. Makita Electric*  
28

1 *Works, Ltd.*, 30 F.3d 854, 858 (7th Cir. 1994). “To establish ‘good cause’ for a  
2 protective order under [Federal Rule of Civil Procedure] 26(c), ‘[t]he courts have  
3 insisted on a particular and specific demonstration of fact, as distinguished from  
4 stereotyped and conclusory statements...” *In re Halkin*, 598 F.2d 176, 193 (D.C.  
5 Cir. 1979) (*quoting* 8 C. Wright & A. Miller, *Federal Practice and Procedure* § 2035,  
6 p. 265 (1970), cited with approval in *Gulf Oil Co. v. Bernard*, 452 U.S. 89, 101 n. 15  
7 (1981). No such showing has been made here.  
8  
9

10           Furthermore, the proposed order leaves it to the parties to simply  
11 designate materials as confidential, without specifying in advance what kinds or  
12 categories of materials might qualify, restricted only by the obligation to operate in  
13 good faith. Such a broad and vague order may well not be enforceable in any event.  
14  
15

16           The requested order therefore is denied. The parties may, of course,  
17 enter into a stipulation among themselves, without a court order, so long as court  
18 deadlines are not affected. FED. R. CIV. P. 29.  
19

20  
21 Dated: June 23, 2011

  
HON. RALPH ZAREFSKY  
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: \_\_\_\_\_