

**UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF NEW YORK**

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UMG RECORDINGS, INC., et al.,

Plaintiffs,

- against -

Case No. 05 CV 1095 (DGT)(RML)

MARIE LINDOR,

Defendant.

**STIPULATION OF  
CONFIDENTIALITY**

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In connection with the production of documents, data, and things by non-party witness Safenet Inc. d/b/a MediaSentry (“Safenet”), it is stipulated:

1. Safenet will produce documents, data, and things to defendant’s counsel on or before January 4, 2008.
2. In the event that Safenet shall take the position, in good faith, that any portions of the documents which it shall produce shall contain confidential information, such as personal information about its personnel, it shall designate those pages which it deems confidential by marking thereon the words “Confidential Information”. (“Confidential Information”).
3. No documents or portions of documents which have been relied upon by any publicly filed or submitted expert witness report, or which have themselves appeared in publicly filed documents, in the instant case or any other litigation, and no materials which are intended to be used in evidence, shall be so designated, and Safenet shall in good faith attempt to refrain from designating any such documents as confidential.
4. “Confidential Information” shall be treated as confidential, shall not be publicly disclosed, and shall be used solely for purposes of the prosecution or defense of the above-

captioned lawsuit, except as may otherwise be provided herein, subject to paragraphs 5 and 6 below.

5. This Stipulation is without prejudice as to defendant's ultimate position on the confidentiality of any particular document, or portion thereof, and nothing contained herein shall be construed to estop defendant from seeking to be relieved of the effect of this Stipulation, as to all or some documents, or portions thereof, designated by Safenet as "Confidential Information", in which case she shall nevertheless continue to treat said documents as being subject to the Stipulation pending a judicial ruling or stipulation to the contrary, or as otherwise set forth below.

6. In the event that defendant wishes to be relieved from any of the restrictions of this Stipulation, defendant shall provide written notice to Safenet's undersigned counsel, specifying the documents, or portions thereof, that defendant seeks to de-designate (i.e., to have the "Confidential Information" designation(s) removed). Thereafter, the parties shall have ten (10) days to meet and confer in good faith in an effort to resolve any issues concerning defendant's desire to de-designate such documents. If the parties are unable to reach agreement within such ten (10)-day period as to the documents at issue, then Safenet shall have twenty (20) days thereafter to file a motion for protective order as to such documents, or portions thereof. In connection with said motion, plaintiffs shall bear the ordinary burden of establishing good cause under Fed. R. Civ. P. 26(c), and the existence of this Stipulation and Order shall not bear upon the determination of the question. During the pendency of said motion or any appeal of an order denying said motion, defendant shall continue to be bound by the terms of this Stipulation and shall continue to treat all documents, or portions thereof, designated as "Confidential Information" as confidential pursuant to the terms of this Stipulation, unless and until a judicial

ruling to the contrary is issued. In the event of such a judicial ruling, defendant shall nevertheless continue to treat the disputed documents, or portions thereof, as being subject to this Stipulation for an additional ten (10) calendar days from notice of said ruling, in order to afford Safenet an opportunity to seek a stay of said ruling. In the event that Safenet shall fail to make a timely motion for protective order, the disputed documents, or portions thereof, shall no longer be subject to this Stipulation. Nothing herein shall be construed to estop defendant from seeking a court order, on her own, to be relieved of the effect of the stipulation as to any documents, or portions thereof, if she so chooses.

7. In the event that defendant or Safenet shall file any documents, or portions thereof, that have been designated as “Confidential Information” with the Court in the above-captioned action, the party filing such documents shall file them by mail or overnight courier service in a sealed envelope addressed to the Magistrate Judge, with a copy by the same means to the other party hereto, and not by electronic filing.

8. Within sixty (60) days after the conclusion of the above-captioned action, including any appeals, defendant shall either destroy, or return to Safenet, through its counsel, all documents, or portions thereof, in whatever form, that have been designated as “Confidential Information,” as well as all copies thereof in the possession, custody, or control, including but not limited to any and all copies, if any, in the possession, custody, or control of those assisting defendant and her counsel in the defense of the above-captioned action.

Dated: New York, New York  
December , 2007

VANDENBERG & FELIU, LLP

By: s/Ray Beckerman  
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Attorney for Safenet

IT IS SO ORDERED:

HON. ROBERT M. LEVY  
United State Magistrate Judge

DATED: \_\_\_\_\_

**Ray Beckerman**

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**From:** Thomas Mullaney [tmm@mullaw.org]  
**Sent:** Tuesday, January 01, 2008 6:54 PM  
**To:** Ray Beckerman  
**Cc:** Morlan Ty Rogers  
**Subject:** RE: UMG v Lindor, confidentiality stip

Dear Ray,

Thanks for the draft. It looks good in general, although we would need a second-tier and confidentiality called attorney's eyes' only. Because we will object to producing source code, among other things, as being unrelated to the subject matter of this case, etc., I would want to have such a level in place in the event we are required to produce anything of that sort (while preserving our right to object to such production). We also require that any experts, etc., who are to handle confidential documents sign on to the agreement.

I will not be in a position to produce documents and things by the fourth, and instead understood our agreement to be that SafeNet would serve responses and objections to your subpoena by the Fourth, which we will do and seems consistent with the idea that a mutually agreeable confidentiality agreement be so-ordered before documents are produced. It will also take time to redact documents as appropriate, for which we should have a provision in the agreement as well.

Tom

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**From:** Ray Beckerman [mailto:rbeckerman@vanfeliu.com]  
**Sent:** Saturday, December 29, 2007 2:01 PM  
**To:** Thomas Mullaney  
**Cc:** mtrogers@VANFELIU.com  
**Subject:** UMG v Lindor, confidentiality stip

Dear Tom,

Attached is proposed stipulation of confidentiality.

If it is acceptable, please countersign and I will submit to Magistrate.

Thanks

Have a healthy and happy new year.

Best regards

Ray

<<mediasentrystipconfidentiality.pdf>>

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