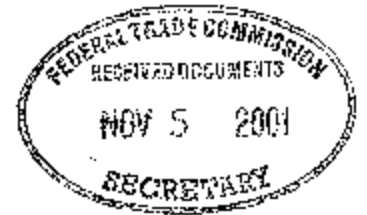


UNITED STATES OF AMERICA
BEFORE FEDERAL TRADE COMMISSION



In the Matter of)
)

POLYGRAM HOLDING, INC.,)
a corporation,)

DECCA MUSIC GROUP LIMITED,)
a corporation,)

UMG RECORDINGS, INC.,)
a corporation,)

and)
)

UNIVERSAL MUSIC & VIDEO)
DISTRIBUTION CORP.,)
a corporation.)

DOCKET NO. 9298

**ORDER GRANTING WARNER'S MOTION TO MODIFY THE
PROTECTIVE ORDER GOVERNING DISCOVERY MATERIAL**

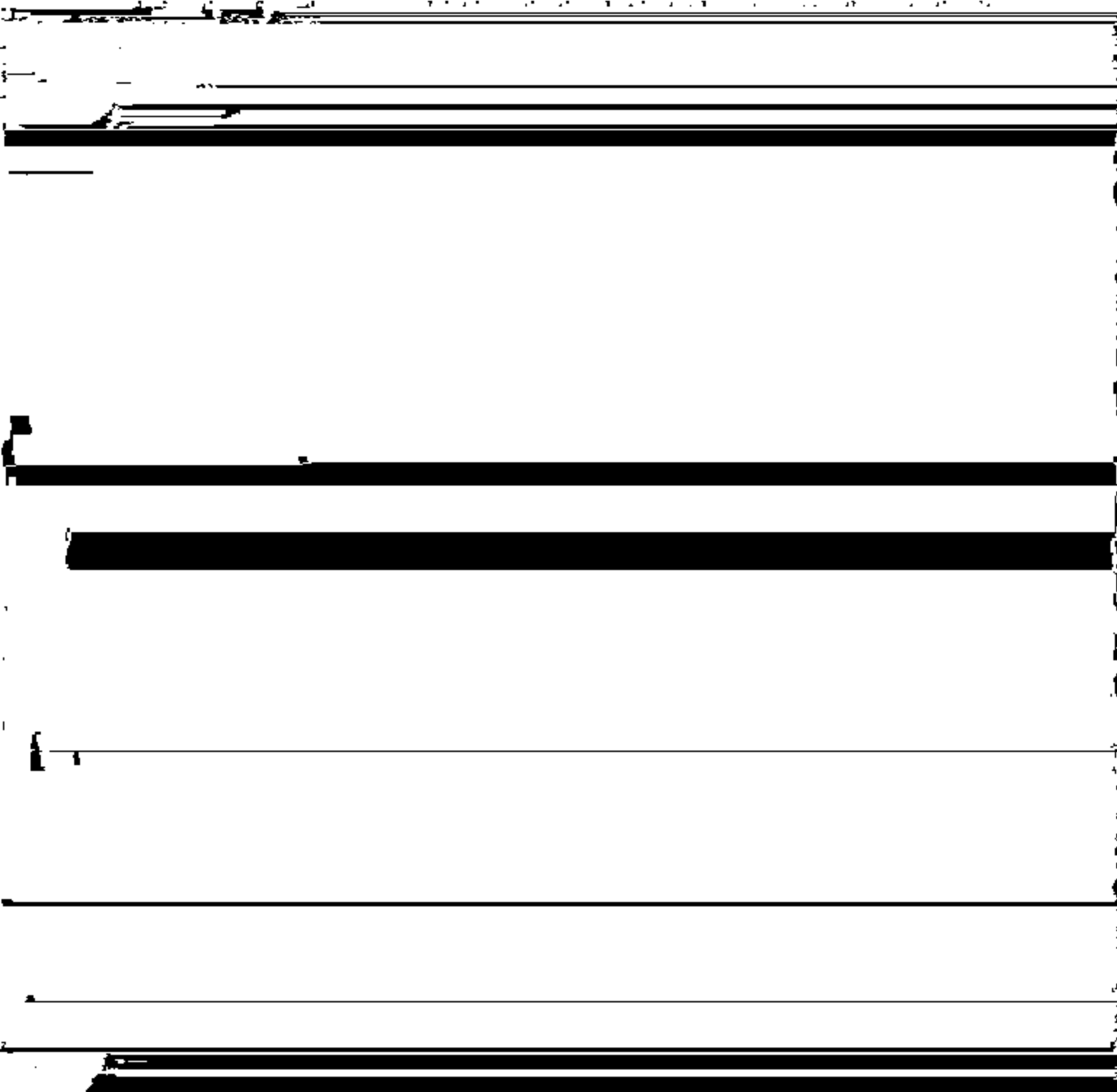
On October 17, 2001, the Protective Order Governing Discovery Material ("Protective Order") that was agreed to by Complaint Counsel and Respondents was entered in this matter.

On October 18, 2001, Warner Communications Inc. ("Warner") moved to modify

[REDACTED]

Warner's motion to modify the protective order is GRANTED.

Although Respondents do not oppose the requested modifications proposed by Warner, Respondents do object to Warner's designation of all of its documents as confidential. According to Respondents, Warner has indicated that it intends to designate all of its documents as "confidential" because those documents were stamped "confidential" during the pre-complaint investigation. Respondents assert that many of such documents would more properly be designated as the less restrictive "protected" category of discovery material. Accordingly, Respondents request that the Court instruct Warner that it may not rely upon its confidentiality



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Docket No. 9298

MODIFIED PROTECTIVE ORDER GOVERNING DISCOVERY MATERIAL

For the purpose of protecting the integrity of the discovery process, the following provisions shall apply:

[REDACTED]

appellate or other review proceedings related thereto.

2. "Commission" or "FTC" means the Federal Trade Commission, or any of its

retained as consultants or experts for purposes of this Matter.

3. "PolyGram Holding" means PolyGram Holding, Inc., a corporation organized, existing, and doing business under and by virtue of the laws of the State of Delaware, with its office and principal place of business located at New York, New York.

retained by such law firm to perform legal or clerical duties, or to provide logistical litigation support with regard to this Matter; provided that any attorney associated with Outside Counsel shall not be a director, officer or employee of Respondents. The term Outside Counsel does not

10. "Producing Party" means a Party or Third Party that produced or intends to produce Confidential Discovery Material to any of the Parties. For purposes of Confidential Discovery Material of a Third Party that either is in the possession, custody or control of the FTC or has been produced by the FTC in this Matter, the Producing Party shall mean the Third Party

record, survey, map, study, handwritten note, working paper, chart, index, tabulation, graph,
drawing, chart, photograph, tape, phono record, compact disc, video tape, data sheet, data

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

customer-specific evaluations or data (e.g., prices, volumes, or revenues); personnel files and

technical or engineering information; proprietary financial data or projections; and proprietary
consumer, customer or market research or analyses applicable to current or future market
conditions, the disclosure of which could reveal Confidential Business Material

legibility thereof, the notation "CONFIDENTIAL - FTC Docket No. 9298" (or other similar notation containing a reference to this Matter) to the first page of a document containing such

~~Confidential Document Material - Redacted - Public Release - Confidential - Confidential~~

■

~~Confidential Document Material - Redacted - Public Release - Confidential - Confidential~~

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Section 56

Section 57

Section 58

(b) [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

indirect subsidiary of the ultimate parent of any Respondent.

Disclosure of Protected Discovery Material made under subparagraph 5(b) above shall


[REDACTED]


[REDACTED]

assignment or retention or the conclusion of this Matter;

(c) not to disclose such Confidential Discovery Material to anyone, except

as permitted by the Protective Order and





(d) to use such Confidential Discovery Material and the information

contained therein solely for the purpose of rendering consulting services to a Party to this

matter.















objection. If the Producing Party timely objects, the disclosing Party shall not disclose the Confidential Discovery Material to the identified expert, absent a written agreement with the

Producing Party.

objection and the disclosing Party shall meet and confer in good faith in an attempt to determine the terms of disclosure to the identified expert. If at the end of five (5) business

objection. If the Producing Party timely objects, the disclosing Party shall not disclose the

Producing Party or order of the Administrative Law Judge. The Producing Party lodging an objection and the disclosing Party shall meet and confer in good faith in an attempt to determine the terms of disclosure to the identified New Person. If at the end of five (5) business days of negotiating the parties have not resolved their differences or if counsel determine in good faith that negotiations have failed, the disclosing Party may make written application to the Administrative Law Judge as provided by paragraph 8(d) of this Protective Order. If the Producing Party does not object to the disclosure of the Confidential Discovery Material to the New Person within five (5) business days, the disclosing Party may disclose

Judge. The Producing Party preserving its rights and the challenging Party shall meet and confer in good faith in an attempt to negotiate changes to any challenged designation. If at the

[Redacted]

[Redacted]

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[Redacted]

[REDACTED]

[REDACTED]

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10/20/2011 10:00 AM

[REDACTED]




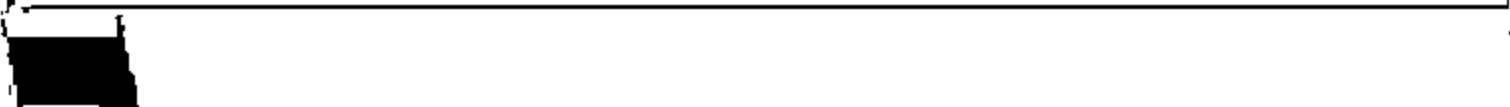

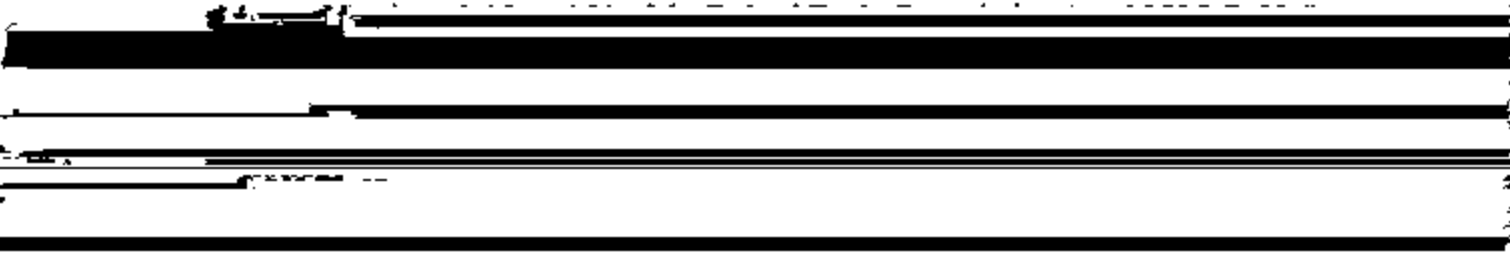
[REDACTED]

[REDACTED]

challenge or appeal any such order requiring production of Confidential Discovery Material, or to subject itself to any penalties for noncompliance with any such order, or to seek any relief from the Administrative Law Judge or the Commission.

13. This Order governs the disclosure of information during the course of discovery and does not constitute an *in camera* order as provided in Section 3.45 of the Commission's Rules of Practice ("Rule"), 16 C.F.R. § 3.45.

14. Nothing in this Protective Order shall be construed to conflict with the



[REDACTED]

[REDACTED]

communication and use of Confidential Discovery Material shall, without written permission of the Producing Party or further order of the Administrative Law Judge hearing this Matter, continue to be binding after the conclusion of this Matter.

17. This Protective Order shall not apply to the disclosure by a Producing Party or

[REDACTED]

immediately to the Producing Party all copies of the Discovery Material within its possession,

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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- b. that I will not disclose such Confidential Discovery Material to anyone, except as permitted by the Protective Order; and

promptly return all Confidential Discovery Material and all notes