

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION

In re:

UNITED MOBILE SOLUTIONS, LLC,

Debtor.

CHAPTER 11

Case No. 16-62537-bem

STIPULATED PROTECTIVE ORDER

1. PURPOSES AND LIMITATIONS

Examination pursuant to Federal Rule of Bankruptcy Procedure 2004 in this case is likely to involve production of confidential, proprietary, or private information for which special protection may be warranted. Accordingly, the parties hereby stipulate to and petition the court to enter the following Stipulated Protective Order. It does not confer blanket protection on all disclosures or responses to discovery, the protection it affords from public disclosure and use extends only to the limited information or items that are entitled to confidential treatment under the applicable legal principles, and it does not presumptively entitle parties to file confidential information under seal.

2. "CONFIDENTIAL INFORMATION" MATERIAL

"Confidential Information" shall include the following documents and tangible things produced or otherwise exchanged, whether access is given orally or in written or other tangible

form: All information not generally known to the public that relates to the business, technology, Subscribers, potential Subscribers, finances, budgets, projections, proposals, operation, plans and practices of T-Mobile USA, Inc., MetroPCS Georgia, LLC, or MetroPCS Texas, LLC and their Affiliates (collectively, "T-Mobile"), including without limitation the terms and conditions of any agreements between T-Mobile and United Mobile Solutions, LLC (the "Debtor") or iTalk, Inc., the identities of an all information regarding Subscribers and potential Subscribers, and all information relating to T-Mobile's business plans and proposals, marketing plans and proposals, technical plans and proposals, and research and development.

3. SCOPE

The protections conferred by this agreement cover not only Confidential Information (as defined above), but also (1) any information copied or extracted from Confidential Information; (2) all copies, excerpts, summaries, or compilations of Confidential Information; and (3) any testimony, conversations, or presentations by parties or their counsel that might reveal Confidential Information. However, the protections conferred by this agreement do not cover information that is in the public domain or becomes part of the public domain through trial or otherwise.

4. ACCESS TO AND USE OF CONFIDENTIAL MATERIAL

4.1 Basic Principles. The Debtor and Richard Dea shall not produce any documents pursuant to any order (a "Rule 2004 Order") granting the Motion for Rule 2004 Examination of Debtor United Mobile Solutions, LLC [DE 121] or the Motion for Rule 2004 Examination of Richard Dea [DE 122] filed by URSA Information Systems, Incorporated ("URSA"), other than those previously produced under the Order Granting Motion for Rule 2004 Examination of

David Lee [DE 108], which remain designated as Confidential Information under the Stipulated Protective Order dated January 3, 2017 [DE 114], unless such documents shall have been submitted to counsel for T-Mobile at least two weeks prior to any deadline for production of such documents, for review of the Debtor's or Mr. Dea's designation of such documents as Confidential Information and for supplemental designation by T-Mobile of such documents as Confidential Information. T-Mobile is not by entry into this Stipulated Protective Order subject to examination or production under any such order. URSA may use Confidential Information that is disclosed or produced by the Debtor or Mr. Dea in connection with this case only for prosecuting, defending, or attempting to settle its claim. Confidential Information may be disclosed only to the categories of persons and under the conditions described in this agreement. Confidential Information must be stored and maintained by URSA at a location and in a secure manner that ensures that access is limited to the persons authorized under this agreement.

4.2 Disclosure of "Confidential Information" or Items. Unless otherwise ordered by the court or permitted in writing by T-Mobile, URSA may disclose any Confidential Information only to:

- (a) URSA's counsel of record in this action, as well as employees of counsel to whom it is reasonably necessary to disclose the information for this case;
- (b) the officers, directors, and employees (including in house counsel) of URSA to whom disclosure is reasonably necessary for this case, unless the Debtor, Mr. Dea, or T-Mobile designates a particular document or material produced for Attorney's Eyes Only;
- (c) experts and consultants to whom disclosure is reasonably necessary for this case and who have signed the "Acknowledgment and Agreement to Be Bound" (Exhibit A);

(d) the court, court personnel, and court reporters and their staff;

(e) copy or imaging services retained by counsel to assist in the duplication of Confidential Information, provided that counsel for the party retaining the copy or imaging service instructs the service not to disclose any Confidential Information to third parties and to immediately return all originals and copies of any Confidential Information;

(f) during their depositions, witnesses in the action to whom disclosure is reasonably necessary and who have signed the "Acknowledgment and Agreement to Be Bound" (Exhibit A), unless otherwise agreed by the T-Mobile or ordered by the court. Pages of transcribed deposition testimony or exhibits to depositions that reveal Confidential Information must be separately bound by the court reporter and may not be disclosed to anyone except as permitted under this agreement; and

(g) the author or recipient of a document containing the information or a custodian or other person who otherwise possessed or knew the information.

4.3 Filing Confidential Information. Before filing Confidential Information or discussing or referencing such material in court filings, URSA shall confer with T-Mobile to determine whether T-Mobile will remove the confidential designation, whether the document can be redacted, or whether a motion to seal or stipulation and proposed order is warranted. BLR 5005-6(b)(5) sets forth the procedures that must be followed and the standards that will be applied when a party seeks permission from the court to file material under seal.

5. DESIGNATING PROTECTED MATERIAL

5.1 Exercise of Restraint and Care in Designating Material for Protection. The Debtor, Mr. Dea, and T-Mobile must take care to limit any such designation to specific material

that qualifies under the appropriate standards. The Debtor, Mr. Dea, and T-Mobile must designate for protection only those parts of material, documents, items, or oral or written communications that qualify, so that other portions of the material, documents, items, or communications for which protection is not warranted are not swept unjustifiably within the ambit of this agreement.

If it comes to T-Mobile's attention that information or items that it, the Debtor, or Mr. Dea designated for protection do not qualify for protection, T-Mobile must promptly notify all other parties that it is withdrawing the mistaken designation.

5.2 Manner and Timing of Designations. Except as otherwise provided in this agreement, or as otherwise stipulated or ordered, disclosure or discovery material that qualifies for protection under this agreement must be clearly so designated before or when the material is disclosed or produced. All material that has been produced under the Order Granting Motion for Rule 2004 Examination of David Lee [DE 108] and designated as Confidential Information under the Stipulated Protective Order dated January 3, 2017 [DE 114] is designated as Confidential Information under this Stipulated Protective Order.

(a) Information in documentary form: (*e.g.*, paper or electronic documents and deposition exhibits, but excluding transcripts of depositions or other pretrial or trial proceedings), the Debtor, Mr. Dea, or T-Mobile must affix the word "CONFIDENTIAL" to each page that contains confidential material. If only a portion or portions of the material on a page qualifies for protection, the Debtor or T-Mobile also must clearly identify the protected portion(s) (*e.g.*, by making appropriate markings in the margins).

(b) Testimony given in deposition or in other pretrial or trial proceedings: the Debtor, Mr. Dea, or T-Mobile must identify on the record, during the deposition, hearing, or other proceeding, all protected testimony, without prejudice to their right to so designate other testimony after reviewing the transcript. The Debtor, Mr. Dea, or T-Mobile may, within fifteen days after receiving a deposition transcript, designate portions of the transcript, or exhibits thereto, as confidential.

(c) Other tangible items: the Debtor, Mr. Dea, or T-Mobile must affix in a prominent place on the exterior of the container or containers in which the information or item is stored the word "CONFIDENTIAL." If only a portion or portions of the information or item warrant protection, the Debtor, Mr. Dea, or T-Mobile, to the extent practicable, shall identify the protected portion(s).

5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent failure to designate qualified information or items does not, standing alone, waive the designating party's right to secure protection under this agreement for such material. Upon timely correction of a designation, URSA must make reasonable efforts to ensure that the material is treated in accordance with the provisions of this agreement.

6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

6.1 Timing of Challenges. URSA may challenge a designation of confidentiality at any time. Unless a prompt challenge to the Debtor's, Mr. Dea's, or T-Mobile's confidentiality designation is necessary to avoid foreseeable, substantial unfairness, unnecessary economic burdens, or a significant disruption or delay of the case, URSA does not waive its right to

challenge a confidentiality designation by electing not to mount a challenge promptly after the original designation is disclosed.

6.2 Meet and Confer. The parties must make every attempt to resolve any dispute regarding confidential designations without court involvement. Any motion regarding confidential designations or for a protective order must include a certification, in the motion or in a declaration or affidavit, that the movant has engaged in a good faith meet and confer conference with other affected parties in an effort to resolve the dispute without court action. The certification must list the date, manner, and participants to the conference. A good faith effort to confer requires a face-to-face meeting or a telephone conference.

6.3 Judicial Intervention. If the parties cannot resolve a challenge without court intervention, the designating party may file and serve a motion to retain confidentiality under BLR 7037-1 (and in compliance with 5005-6(b)(5), if applicable). The burden of persuasion in any such motion shall be on the designating party. Frivolous challenges, and those made for an improper purpose (*e.g.*, to harass or impose unnecessary expenses and burdens on other parties) may expose the challenging party to sanctions. All parties shall continue to maintain the material in question as confidential until the court rules on the challenge.

7. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN OTHER LITIGATION

If URSA is served with a subpoena or a court order issued in other litigation that compels disclosure of any information or items designated in this action as "CONFIDENTIAL," URSA must:

(a) promptly notify the Debtor and T-Mobile in writing and include a copy of the subpoena or court order;

(b) promptly notify in writing the party who caused the subpoena or order to issue in the other litigation that some or all of the material covered by the subpoena or order is subject to this agreement. Such notification shall include a copy of this agreement; and

(c) cooperate with respect to all reasonable procedures sought to be pursued by the Debtor, Mr. Dea, or T-Mobile.

8. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

If URSA learns that, by inadvertence or otherwise, it has disclosed confidential material to any person or in any circumstance not authorized under this agreement, URSA must immediately (a) notify in writing the Debtor, Mr. Dea, and T-Mobile of the unauthorized disclosures, (b) use its best efforts to retrieve all unauthorized copies of the protected material, (c) inform the person or persons to whom unauthorized disclosures were made of all the terms of this agreement, and (d) request that such person or persons execute the "Acknowledgment and Agreement to Be Bound" that is attached hereto as Exhibit A.

9. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE PROTECTED MATERIAL

When the Debtor, Mr. Dea, or T-Mobile gives notice to URSA that certain inadvertently produced material is subject to a claim of privilege or other protection, the obligations of URSA are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure may be established in an e-discovery order or agreement that provides for production without prior privilege review. Parties shall confer on an appropriate non-waiver order under Fed. R. Evid. 502.

10. NON TERMINATION AND RETURN OF DOCUMENTS

Within 60 days after the termination of this case, including all appeals, URSA must return all Confidential Information to the Debtor or Mr. Dea, including all copies, extracts, and summaries thereof. Alternatively, the Debtor, Mr. Dea, T-Mobile, and URSA may agree upon appropriate methods of destruction.

Notwithstanding this provision, counsel are entitled to retain one archival copy of all documents filed with the court, trial, deposition, and hearing transcripts, correspondence, deposition and trial exhibits, expert reports, attorney work product, and consultant and expert work product, even if such materials contain Confidential Information.

The confidentiality obligations imposed by this agreement shall remain in effect until T-Mobile agrees otherwise in writing or a court orders otherwise.

[Signature page follows.]

SO STIPULATED, THROUGH COUNSEL OF RECORD THIS 16th day of March,
2017.

By: /s/ John R. Knapp, Jr.

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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 Stipulated Protective Order that was issued by the United States Bankruptcy Court for the Northern District of Georgia on [date] in the case of *In re United Mobile Solutions, LLC*, Chapter 11 Case No. 16-62537-bem. I agree to comply with and to be bound by all the terms of this Stipulated Protective Order to the same extent as URSA 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 Stipulated Protective Order to any person or entity except in strict compliance with the provisions of this Order.

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

Date: _____

City and State where sworn and signed: _____

Printed name: _____

Signature: _____