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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

THE RAY CHARLES FOUNDATION, a
California Corporation,
Plaintiff,

Case No. CV 12-02725 RSWL (FFMx)

v.

RAENEE ROBINSON, an individual;
RAY CHARLES ROBINSON, JR., an
individual; SHEILA ROBINSON, an
individual; DAVID ROBINSON, an
individual; ROBERT F. ROBINSON, an
individual; REATHA BUTLER; and
individual; and ROBYN MOFFETT; an
individual,

**[PROPOSED] PROTECTIVE
ORDER**

Defendants.

RAENEE ROBINSON, an individual;
RAY CHARLES ROBINSON, JR., an
individual; SHEILA ROBINSON, an
individual; DAVID ROBINSON, an
individual; ROBERT F. ROBINSON, an
individual; REATHA BUTLER; and
individual; and ROBYN MOFFETT; an
individual,

Counterclaimants,

v.

THE RAY CHARLES FOUNDATION, a
California Corporation,

Counterclaim Defendant.

1 The Court, having considered the Stipulated Protective Order filed by
2 Plaintiff The Ray Charles Foundation and Defendants Raenee Robinson, Ray
3 Charles Robinson, Jr., Sheila Robinson, David Robinson, Robert F. Robinson,
4 Reatha Butler and Robyn Moffett (each individually, a “Party” and collectively, the
5 “Parties”) on March 30, 2016, and good cause appearing therefore, hereby adopts,
6 pursuant to Federal Rule of Civil Procedure 26(c), the terms of the Stipulated
7 Protective Order.

8 IT IS HEREBY ORDERED THAT:

9 **Good Cause Statement**

10 This case concerns the validity and effectiveness of notices of termination of
11 copyright grants filed by defendants. Discovery is likely to entail financial
12 documents and information that constitute, contain, or reveal sensitive, private,
13 personal, and/or proprietary information, including documents relating to the
14 royalties generated by the works. This case is also likely to put at issue information
15 that may constitute a trade secret and agreements that constitute, contain, or reveal
16 highly sensitive, private, personal, and/or proprietary information, including
17 confidential and/or trade secret agreements entered into by the parties concerning
18 the works and/or any resulting royalties.

19 Therefore, consistent with Federal Rule of Civil Procedure 26(c), good cause
20 exists for the Court to enter this Protective Order with respect to the specific items
21 identified in paragraphs 1 and 2 because the Parties and nonparties would suffer
22 serious competitive harm by the dissemination of such confidential, proprietary,
23 trade secret (as defined by California Civil Code §§ 3426, *et seq.*), or otherwise
24 private information and materials, and the producing Party’s interest in restricting
25 the disclosure and use of the confidential information identified below substantially
26 outweighs the interest of the public in having access to such information.

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1 **Designation of Discovery Materials as “CONFIDENTIAL” or “HIGHLY**
2 **CONFIDENTIAL - ATTORNEYS’ EYES ONLY”**

3 1. The Parties shall have the right to designate as “CONFIDENTIAL”
4 and subject to this Stipulated Protective Order the following categories of
5 information and Discovery Material that have not been made public and that would
6 cause competitive harm to the Parties or implicate the privacy interests of Parties or
7 nonparties:

- 8 (a) Non-public documents, notes, contracts, or information relating
9 to the royalties generated by the works;
- 10 (b) Non-public agreements entered into by the parties relating to the
11 works and/or any resulting royalties;
- 12 (c) Non-public documents or information relating to personal
13 financial information ;
- 14 (d) Information that constitutes a trade secret, as defined by
15 California Civil Code section 3426.1(d);
- 16 (e) Documents and information that implicate the privacy interests
17 of nonparties;
- 18 (f) Agreements that constitute, contain, or reveal sensitive, private,
19 personal, and/or proprietary information;
- 20 (g) Financial documents and information that constitute, contain, or
21 reveal sensitive, private, personal, and/or proprietary
22 information; and
- 23 (h) Other non-public documents or information for which a Party
24 reasonably believes disclosure could have an adverse business
25 or competitive impact.

26 2. The Parties shall have the right to designate as “HIGHLY
27 CONFIDENTIAL - ATTORNEYS’ EYES ONLY” and subject to this Stipulated
28 Protective Order the following categories of information and Discovery Material

1 that have not been made public and that would cause competitive harm to the
2 Parties or implicate the privacy interests of nonparties:

- 3 (a) Any highly sensitive material that may result in significant risk
4 of competitive disadvantage or harm if disclosed to another
5 Party in this action or nonparty without restriction on use or
6 further disclosure. The parties agree that such highly sensitive
7 materials will likely include, but are not limited to, (i) financial
8 documents and information that constitute, contain, or reveal
9 highly sensitive private, personal, and/or proprietary
10 information; (ii) information that constitutes a trade secret; or
11 (iii) agreements that constitute, contain, or reveal highly
12 sensitive private, personal, and/or proprietary information.

13 3. The Parties may discover additional categories of documents that
14 contain confidential and proprietary information in addition to those set forth
15 above. The enumeration of categories above is without prejudice to the Parties'
16 rights to seek modification of this Protective Order to include additional categories
17 of information and Discovery Material.

18 4. The designation of Discovery Material as "CONFIDENTIAL" or
19 "HIGHLY CONFIDENTIAL - ATTORNEYS' EYES ONLY" (together,
20 "Confidential Information") shall be made by stamping each page of the document
21 containing such information with a legend substantially in the form of
22 "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL - ATTORNEYS' EYES
23 ONLY" prior to its production, or by any other method agreed to in writing by
24 counsel for the Parties. In the case of physical objects, computer disks, or other
25 tangible things, the designating Party shall stamp the foregoing legend on a label
26 placed on the item itself or on the container in which it is produced. All
27 designations shall be stamped or affixed so as to not obscure or deface the
28 Discovery Material or any portion of its contents.

1 5. A nonparty shall have the right to designate as Confidential
2 Information the information or Discovery Material it produces in this action if
3 (i) the nonparty complies with and agrees to be bound by the provisions of this
4 Stipulated Protective Order and (ii) the information or Discovery Material meets the
5 applicable standard for designation, as provided in paragraph 1 or 2, above.

6 6. Any notes, summaries, compilations, or copies containing Confidential
7 Information or electronic images or databases containing Confidential Information
8 shall be subject to the terms of this Protective Order to the same extent as the
9 material or information from which such notes, summaries, compilations, copies,
10 electronic images, or databases are made or derived.

11 7. Inadvertent failure to designate any information as Confidential
12 Information pursuant to this Protective Order shall not constitute a waiver of any
13 otherwise valid claim for protection. A Party who discovers such inadvertent
14 failure shall, promptly upon such discovery, notify the other Parties and promptly
15 provide substitute copies of such information with the appropriate confidentiality
16 designation.

17 **Limitation on Use of Designated Information**

18 8. Each Party and all persons bound by the terms of this Stipulated
19 Protective Order shall not use, disclose, or release any information or Discovery
20 Material designated as Confidential Information under this Stipulated Protective
21 Order for any purpose other than the prosecution or defense of the claims asserted
22 in this action or any related alternative dispute resolution proceeding. The attorneys
23 of record for the Parties and other persons receiving such information governed by
24 this Stipulated Protective Order shall take all reasonable steps to ensure that such
25 information and Discovery Material governed by this Stipulated Protective Order
26 are (i) used only for the purposes specified herein; and (ii) disclosed only to
27 authorized persons. Nothing herein shall be construed to limit in any way any
28 Party's use of its own information or publicly available information.

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