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 14 **UNITED STATES DISTRICT COURT**
 15 **CENTRAL DISTRICT OF CALIFORNIA, WESTERN DIVISION**
 16

17 RICHARD POSTMAN, an individual,
 18 Plaintiff,

19 v.

20 SPIN MASTER, LTD., a Canadian
 corporation, MATTHEW WEXLER, an
 21 individual, VIACOM, INC., a Delaware
 corporation, VIACOM
 22 INTERNATIONAL INC., a Delaware
 corporation,
 23 Defendants.
 24

Case No. 2:14-CV-05516 GHW (Ex)

~~PROPOSED~~ STIPULATED
 PROTECTIVE ORDER
 CONCERNING USE OF
 NIELSON COMPANY RATINGS
 MATERIALS

Judge: Hon. George H. Wu

Trial Date: February 16, 2016

1 **GOOD CAUSE STATEMENT**

2 The Court may enter a protective order upon a showing of good cause.
3 *Phillips v. G.M. Corp.*, 307 F.3d 1206, 1209 (9th Cir. 2002) (Rule 26(c)). Here,
4 there is good cause for the entry of this protective order. Plaintiff Richard Postman
5 (“Plaintiff”) has filed claims of copyright infringement against defendants Spin
6 Master Ltd. and Matthew Wexler (together “Spin Master Defendants”), and against
7 defendants Viacom Inc. and Viacom International, Inc. (“Viacom Defendants”)
8 relating to the animated television program *Paw Patrol*. Plaintiff has requested that
9 the Viacom Defendants produce certain information and documents concerning *Paw*
10 *Patrol*’s televisions ratings, including ratings data that is created and furnished to
11 Viacom Defendants by the Nielsen Company, LLC (“Nielsen”). Nielsen, which is
12 not a party to this action, deems its ratings materials to be confidential, sensitive,
13 and proprietary business information, which it licenses to clients such as the Viacom
14 Defendants for valuable consideration. Viacom Defendants have commitments to
15 Nielsen to protect ratings materials and limit their public dissemination, and Viacom
16 Defendants likewise consider the materials to be proprietary information.

17 The use of Nielsen ratings materials should be limited within this litigation to
18 prevent harm to Nielsen and the Viacom Defendants from unnecessary disclosures.
19 The purpose of this Stipulation and Protective Order is to provide a means for
20 limiting access to and use and disclosure of Nielsen ratings materials that are
21 produced in this action. Any unauthorized disclosure of confidential documents or
22 information in violation of this Order may be subject to discipline by the contempt
23 powers of this Court.

24 Based on the foregoing, the Parties stipulate and the Court ORDERS as
25 follows:

26 1. All Nielsen ratings materials shall be marked as “CONFIDENTIAL”
27 pursuant to the Parties’ December 14, 2014 Stipulated Protective Order and shall be
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1 subject to the protections for CONFIDENTIAL information set forth in the
2 December 14, 2014 Stipulated Protective Order.

3 2. This Stipulation and Protective Order contemplates that certain
4 information may be extracted from Nielsen ratings materials and/or that summaries
5 (including tables, charts, graphs, etc.) of information contained in such materials
6 may be prepared, and that such extracts or summaries may be offered as evidence at
7 trial. In addition, the Parties to the action recognize that certain witnesses may wish
8 to testify concerning information contained in Nielsen ratings materials. The
9 provisions of this Stipulation and Protective Order relating to Nielsen ratings
10 materials shall be equally applicable to such extracts, summaries, and testimonies
11 based on such documents.

12 3. The Parties agree and stipulate that the data contained in the Nielsen
13 ratings materials is a reasonably accurate representation of television viewing in the
14 relevant geographic area, and that such data is admissible as evidence to show such
15 facts (provided that such facts are themselves relevant and material to any particular
16 issue on which they may be offered).

17 4. The Parties agree not to assert and do hereby waive any objections to
18 admissibility of any Nielsen ratings materials on the grounds that they may
19 constitute hearsay, or that they contain opinions, or that they are not the best
20 evidence of information reported therein.

21 5. The Parties agree not to assert and do hereby waive any objections to the
22 authenticity and genuineness of the Nielsen ratings materials.

23 6. The Parties agree that neither Nielsen nor any Nielsen officer, director,
24 employee, agent, or other individual will be subpoenaed or otherwise required to
25 testify in any manner concerning any Nielsen ratings materials to be offered into
26 evidence, and further that the methodology utilized by Nielsen will not be an issue
27 that is contested in this lawsuit.

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1 7. The Parties agree to provide Nielsen with copies of any Exhibits derived
2 from Nielsen ratings materials ten (10) days before the time such Exhibits are
3 presented to the Court or offered into evidence.

4 8. All notices concerning this Stipulation to Nielsen shall be mailed to
5 Nielsen at the time that the notice to Nielsen is to be given as follows:

6 Eric Rubenstein
7 General Counsel – Global Media
8 The Nielsen Company
9 770 Broadway
10 New York, New York 10003

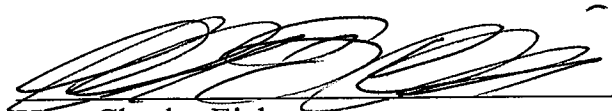
11 The parties giving the notice shall also telephone the fact of the notice to the
12 General Counsel of The Nielsen Company - Media by calling 646-654-5042.

13 9. The terms of this Stipulation and Protective Order shall survive and remain
14 in force and effect after the termination of this litigation and may not be altered or
15 modified except by written stipulation executed by all Parties hereto and approved
16 by Nielsen.

17 10. It is agreed between the parties that Nielsen shall not be considered a
18 party to this lawsuit, but the Parties hereto agree that Nielsen shall have the right to
19 enforce this Stipulation and Protective Order before this Court at any time during or
20 after this litigation.

21 **IT IS SO ORDERED.**

22 DATED: 8/17, 2015

23 
24 Hon. Charles Eick
25 United States Magistrate Judge