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13 Attorneys for Defendant
 14 CHARLES KENT WILSON, a/k/a CHARLIE WILSON,
 15 MICHAEL PARAN, P MUSIC GROUP, INC. and
 16 INTERNATIONAL CREATIVE MANAGEMENT
 17 PARTNERS, LLC

18 **UNITED STATES DISTRICT COURT**
 19 **CENTRAL DISTRICT OF CALIFORNIA**

20 RONNIE JAMES WILSON, d/b/a THE
 21 GAP BAND,

22 Plaintiff,

23 vs.

24 CHARLES KENT WILSON, a/k/a
 25 CHARLIE WILSON, MICHAEL
 26 PARAN, P MUSIC GROUP, INC., a
 27 California Corporation;
 28 INTERNATIONAL CREATIVE
 MANAGEMENT PARTNERS, LLC, a
 Delaware limited liability company; and
 DOES 1 through 5, inclusive,

Defendants.

Case No. 2:16-cv-03445-SVW-ASx

~~PROPOSED~~ STIPULATED
 PROTECTIVE ORDER

1. PURPOSES AND LIMITATIONS

Discovery in this action is likely to involve production of confidential, proprietary, or private information for which special protection from public disclosure and from use for any purpose other than prosecuting this litigation may be warranted. Accordingly, the parties hereby stipulate to and petition the Court to

1 enter the following Stipulated Protective Order. The parties acknowledge that this
2 Order does not confer blanket protections on all disclosures or responses to
3 discovery and that the protection it affords from public disclosure and use extends
4 only to the limited information or items that are entitled to confidential treatment
5 under the applicable legal principles. The parties further acknowledge, as set forth
6 in Section 12.3, below, that this Stipulated Protective Order does not entitle them to
7 file confidential information under seal; Civil Local Rule 79-5 sets forth the
8 procedures that must be followed and the standards that will be applied when a
9 party seeks permission from the court to file material under seal.

10 A. GOOD CAUSE STATEMENT

11 This action is likely to involve proprietary financial information, financial
12 or business plans or projections, expressions of interests, trade secrets, business and
13 marketing information, plans and strategies, including planned, proposed or
14 contemplated projects, concerts or events, information otherwise generally
15 unavailable to the public, information regarding negotiations or agreements relating
16 to the interests of the parties, information which may be privileged or otherwise
17 protected from disclosure under state or federal statutes, court rules, case
18 decisions, agreement or common law, or other similar information, the disclosure
19 of which is likely to cause harm to the competitive position of the producing party,
20 other than harm to the legal position of the producing party, in this Action.

21 Accordingly, to expedite the flow of information, to facilitate the prompt
22 resolution of disputes over confidentiality of discovery materials, to adequately
23 protect information the parties are entitled to keep confidential, to ensure that the
24 parties are permitted reasonable necessary uses of such material in preparation for
25 and in the conduct of trial, to address their handling at the end of the litigation, and
26 serve the ends of justice, a protective order for such information is justified in this
27 matter. It is the intent of the parties and the Court that information will not be

1 designated as confidential for tactical reasons and that nothing shall be so
2 designated without a good faith belief that it has been maintained in a confidential,
3 non-public manner, and there is good cause why it should not be part of the public
4 record of this case.

5 Examples of confidential information that the parties may seek to protect
6 from unrestricted or unprotected disclosure include:

- 7 (a) Information that is the subject of a non-disclosure or
8 confidentiality agreement or obligation;
- 9 (b) Financial or business plans or projections, including proposed,
10 planned or contemplated projects, concerts or events (and the
11 terms thereof);
- 12 (c) Agreements (and proposed agreements) with third-parties,
13 including license agreements, service agreements, or settlement
14 agreements (and information related thereto);
- 15 (d) Financial data and information, including non-public pricing,
16 revenue, costing, compensation and royalty information;
- 17 (e) Information implicating the privacy interests of the parties and
18 third parties, including personnel information; and
- 19 (f) Trade secrets (as defined by the jurisdiction in which the
20 information is located).

21 Unrestricted or unprotected disclosure of such confidential commercial or
22 personal information would result in prejudice or harm to the producing party by
23 revealing the producing party's competitive confidential information, which has
24 been developed at the expense of the producing party and which represents
25 valuable tangible and intangible assets of that party. Additionally, privacy
26 interests must be safeguarded. Accordingly, the parties respectfully submit that
27 there is good cause for the entry of this Protective Order.

1 The parties agree, subject to the Court's approval, that the following terms
2 and conditions shall apply to this civil action.

3 2. DEFINITIONS

4 2.1 Action: this pending federal law suit entitled *Ronnie James*
5 *Wilson, d/b/a The GAP Band v. Charles Kent Wilson, a/k/a Charlie Wilson,*
6 *et al.*, Case No. 2:16-cv-03445-SVW-ASx.

7 2.2 Challenging Party: a Party or Non-Party that challenges
8 the designation of information or items under this Order.

9 2.3 Counsel: Outside Counsel of Record and House Counsel (as well
10 as their support staff).

11 2.4 Designating Party: a Party or Non-Party that designates information
12 or items that it produces in disclosures or in responses to discovery as
13 "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES
14 ONLY."

15 2.5 Disclosure or Discovery Material: all items or information,
16 regardless of the medium or manner in which it is generated, stored, or
17 maintained (including, among other things, testimony, transcripts, and tangible
18 things), that are produced or generated in disclosures or responses to discovery in
19 this matter.

20 2.6 Expert: a person with specialized knowledge or experience in a
21 matter pertinent to the litigation who has been retained by a Party or its counsel
22 to serve as an expert witness or as a consultant in this Action.

23 2.7 House Counsel: attorneys who are employees of a party to this Action.
24 House Counsel does not include Outside Counsel of Record or any other
25 outside counsel.

26 2.8 Non-Party: any natural person, partnership, corporation, association, or
27 other legal entity not named as a Party to this action.

1 4. CONFIDENTIALITY SURVIVES TERMINATION OF ACTION

2 4.1 Even after final disposition of this Action, the confidentiality
3 obligations imposed by this Order shall remain in effect until a Designating
4 Party agrees otherwise in writing or a court order otherwise directs. Final
5 disposition shall be deemed to be the later of (1) dismissal of all claims and
6 defenses in this Action, with or without prejudice; or (2) final judgment herein
7 after the completion and exhaustion of all appeals, rehearings, remands, trials,
8 or reviews of this Action, including the time limits for filing any motions or
9 applications for extension of time pursuant to applicable law.

10 5. DESIGNATING PROTECTED MATERIAL

11 5.1 “CONFIDENTIAL” Disclosure or Discovery Material
12 includes information (regardless of how it is generated, stored or
13 maintained) or tangible things that qualify for protection under Federal Rule
14 of Civil Procedure 26(c), and as specified above in the Good Cause Statement.

15 5.2 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”
16 Disclosure or Discovery Material includes information or documents of a
17 proprietary business or technical nature that might be of value to a competitor or
18 potential customer of the party or non-party holding the proprietary rights thereto,
19 and that must be protected from disclosure. This includes, but is not limited to,
20 information which could, if disclosed to the Receiving Party directly, cause
21 competitive harm to the Designating Party. Information and material that may be
22 subject to this protection includes, but is not limited to, technical and/or research
23 and development data, intellectual property, financial, marketing and other sales
24 data, and/or information having strategic commercial value pertaining to the
25 Designating Party’s trade or business.

26 5.3 Exercise of Restraint and Care in Designating Material for
27 Protection. Each Party or Non-Party that designates information or items for
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1 protection under this Order must take care to limit any such designation to
2 specific material that qualifies under the appropriate standards. The Designating
3 Party must designate for protection only those parts of material, documents,
4 items, or oral or written communications that qualify so that other portions
5 of the material, documents, items, or communications for which protection is
6 not warranted are not swept unjustifiably within the ambit of this Order.
7 Designating Party's counsel shall make a good faith determination that the
8 information warrants such protection.

9 Mass, indiscriminate, or routinized designations are prohibited.
10 Designations that are shown to be clearly unjustified or that have been made
11 for an improper purpose (e.g., to unnecessarily encumber the case development
12 process or to impose unnecessary expenses and burdens on other parties) may
13 expose the Designating Party to sanctions.

14 If it comes to a Designating Party's attention that information or items that
15 it designated for protection do not qualify for protection, that Designating Party
16 must promptly notify all other Parties that it is withdrawing the inapplicable
17 designation.

18 5.4 Manner and Timing of Designations. Except as otherwise provided
19 in this Order, or as otherwise stipulated or ordered, Disclosure or Discovery
20 Material that qualifies for protection under this Order must be clearly so
21 designated before the material is disclosed or produced.

22 Designation in conformity with this Order requires:

23 (a) for information in documentary form (e.g., paper or electronic
24 documents, but excluding transcripts of depositions or other pretrial or trial
25 proceedings), that the Producing Party affix at a minimum, the legend
26 "CONFIDENTIAL" (hereinafter "CONFIDENTIAL legend") or "HIGHLY
27 CONFIDENTIAL – ATTORNEYS' EYES ONLY" (hereinafter "HIGHLY
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1 CONFIDENTIAL legend”), to each page that contains protected material. If
2 only a portion or portions of the material on a page qualify for protection, the
3 Producing Party also must clearly identify the protected portion(s) (e.g., by making
4 appropriate markings in the margins).

5 A Party or Non-Party that makes original documents available for
6 inspection need not designate them for protection until after the inspecting Party
7 has indicated which documents it would like copied and produced. During the
8 inspection and before the designation, all of the material made available for
9 inspection shall be deemed “HIGHLY CONFIDENTIAL – ATTORNEYS’
10 EYES ONLY.” After the inspecting Party has identified the documents it wants
11 copied and produced, the Producing Party must determine which documents, or
12 portions thereof, qualify for protection under this Order. Then, before producing
13 the specified documents, the Producing Party must affix the “CONFIDENTIAL
14 legend” or “HIGHLY CONFIDENTIAL legend” to each page that contains
15 Protected Material. If only a portion or portions of the material on a page
16 qualifies for protection, the Producing Party also must clearly identify the
17 protected portion(s) (e.g., by making appropriate markings in the margins).

18 (b) for testimony given in depositions that the Designating Party identify
19 the Disclosure or Discovery Material on the record or within 15 days after
20 receiving the transcript of the deposition testimony. Pages of transcribed
21 deposition testimony or exhibits to depositions that reveal Protected Material
22 may be separately bound by the court reporter and may not be disclosed to anyone
23 except as permitted under this Stipulated Protective Order.

24 (c) for information produced in some form other than documentary and
25 for any other tangible items, that the Producing Party affix in a prominent place
26 on the exterior of the container or containers in which the information is stored
27 the legend “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL.” If only a
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1 portion or portions of the information warrants protection, the Producing Party, to
2 the extent practicable, shall identify the protected portion(s).

3 5.5 Inadvertent Failures to Designate. If timely corrected, an
4 inadvertent failure to designate qualified information or items does not,
5 standing alone, waive the Designating Party's right to secure protection under this
6 Order for such material. Upon timely correction of a designation, the Receiving
7 Party must make reasonable efforts to assure that the material is treated in
8 accordance with the provisions of this Order.

9 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

10 6.1 Timing of Challenges. Any Party or Non-Party may challenge a
11 designation of confidentiality at any time that is consistent with the Court's
12 Scheduling Order.

13 6.2 Meet and Confer. The Challenging Party shall initiate the dispute
14 resolution process under Local Rule 37.1 *et seq.*

15 6.3 The burden of persuasion in any such challenge proceeding shall be
16 on the Designating Party. Frivolous challenges, and those made for an improper
17 purpose (e.g., to harass or impose unnecessary expenses and burdens on other
18 parties) may expose the Challenging Party to sanctions. Unless the Designating
19 Party has waived or withdrawn the confidentiality designation, all parties shall
20 continue to afford the material in question the level of protection to which it is
21 entitled under the Producing Party's designation until the Court rules on the
22 challenge.

23 7. ACCESS TO AND USE OF PROTECTED MATERIAL

24 7.1 Basic Principles. A Receiving Party may use Protected Material that
25 is disclosed or produced by another Party or by a Non-Party in connection with
26 this Action only for prosecuting, defending, or attempting to settle this Action.
27 Such Protected Material may be disclosed only to the categories of persons and

1 under the conditions described in this Order. When the Action has been
2 terminated, a Receiving Party must comply with the provisions of section 13
3 below. Protected Material must be stored and maintained by a Receiving Party
4 at a location and in a secure manner that ensures that access is limited to the
5 persons authorized under this Order.

6 7.2 Disclosure of “HIGHLY CONFIDENTIAL – ATTORNEYS’
7 EYES ONLY” Disclosure or Discovery Materials. Materials designated
8 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” may be disclosed
9 only to the following individuals:

10 (a) the Receiving Party’s Outside Counsel of Record in this Action, as
11 well as employees of said Outside Counsel of Record to whom it is
12 reasonably necessary to disclose the information for this Action;

13 (b) the Experts (as defined in this Order) of the Receiving Party to
14 whom disclosure is reasonably necessary for this Action and who have signed the
15 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

16 (c) the court and its personnel;

17 (d) court reporters and their staff;

18 (e) professional jury or trial consultants, mock jurors, and Professional
19 Vendors to whom disclosure is reasonably necessary for this Action and who
20 have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

21 (f) the author or recipient of a document containing the information or a
22 custodian or other person who otherwise possessed or knew the information; and

23 (g) any mediator or settlement officer, and their supporting personnel,
24 mutually agreed upon by any of the parties engaged in settlement discussions.

25 7.3 Disclosure of “CONFIDENTIAL” Disclosure or
26 Discovery Materials. Materials designated “CONFIDENTIAL” materials
27 may be disclosed only to the following individuals:

1 (a) those individuals to whom Materials designated “HIGHLY
2 CONFIDENTIAL – ATTORNEYS’ EYES ONLY” may be disclosed under the
3 terms of this Order; and

4 (b) the officers, directors, and employees (including House Counsel) of
5 the Receiving Party to whom disclosure is reasonably necessary for this Action.

6 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED
7 PRODUCED IN OTHER LITIGATION

8 If a Party is served with a subpoena or a court order issued in other
9 litigation that compels disclosure of any information or items designated by
10 another Party in this Action as “CONFIDENTIAL” or “HIGHLY
11 CONFIDENTIAL – ATTORNEYS’ EYES ONLY” the subpoenaed Party must:

12 (a) promptly notify in writing the Designating Party. Such notification
13 shall include a copy of the subpoena or court order;

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

18 (c) cooperate with respect to all reasonable procedures sought to be
19 pursued by the Designating Party whose Protected Material may be affected.

20 If the Designating Party timely seeks a protective order, the Party served
21 with the subpoena or court order shall not produce any information designated
22 in this action as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL –
23 ATTORNEYS’ EYES ONLY” before a determination by the court from which
24 the subpoena or order issued, unless the Party has obtained the Designating
25 Party’s permission. The Designating Party shall bear the burden and expense of
26 seeking protection in that court of its confidential material and nothing in these
27

1 provisions should be construed as authorizing or encouraging a Receiving Party in
2 this Action to disobey a lawful directive from another court.

3 9. A NON-PARTY'S PROTECTED MATERIAL SOUGHT TO BE
4 PRODUCED IN THIS LITIGATION

5 (a) The terms of this Order are applicable to information produced by a
6 Non-Party in this Action and designated as "CONFIDENTIAL" or "HIGHLY
7 CONFIDENTIAL – ATTORNEYS' EYES ONLY" Such information produced
8 by Non-Parties in connection with this litigation is protected by the remedies and
9 relief provided by this Order. Nothing in these provisions should be construed as
10 prohibiting a Non-Party from seeking additional protections.

11 (b) In the event that a Party is required, by a valid discovery request, to
12 produce a Non-Party's confidential information in its possession, and the Party
13 is subject to an agreement with the Non-Party not to produce the Non-Party's
14 confidential information, then the Party shall:

15 (1) promptly notify in writing the Requesting Party and the Non-
16 Party that some or all of the information requested is subject to a confidentiality
17 agreement with a Non-Party;

18 (2) promptly provide the Non-Party with a copy of the
19 Stipulated Protective Order in this Action, the relevant discovery request(s), and a
20 reasonably specific description of the information requested; and

21 (3) make the information requested available for inspection by the
22 Non-Party, if requested.

23 (c) If the Non-Party fails to seek a protective order from this court within
24 14 days of receiving the notice and accompanying information, the Receiving
25 Party may produce the Non-Party's confidential information responsive to the
26 discovery request. If the Non-Party timely seeks a protective order, the Receiving
27 Party shall not produce any information in its possession or control that is

1 subject to the confidentiality agreement with the Non-Party before a
2 determination by the court. Absent a court order to the contrary, the Non-
3 Party shall bear the burden and expense of seeking protection in this court of its
4 Protected Material.

5 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

6 If a Receiving Party learns that, by inadvertence or otherwise, it has
7 disclosed Protected Material to any person or in any circumstance not authorized
8 under this Stipulated Protective Order, the Receiving Party must immediately
9 (a) notify in writing the Designating Party of the unauthorized disclosures, (b) use
10 its best efforts to retrieve all unauthorized copies of the Protected Material,
11 (c) inform the person or persons to whom unauthorized disclosures were made of
12 all the terms of this Order, and (d) request such person or persons to execute the
13 “Acknowledgment and Agreement to Be Bound” that is attached hereto as
14 Exhibit A.

15 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE
16 PROTECTED MATERIAL

17 When a Producing Party gives notice to Receiving Parties that Protected
18 Material is subject to a claim of privilege or other protection, and that such material
19 was inadvertently produced without the appropriate Confidentiality designation, the
20 obligations of the Receiving Parties are those set forth in Federal Rule of Civil
21 Procedure 26(b)(5)(B). This provision is not intended to modify whatever
22 procedure may be established in an e-discovery order that provides for
23 production without prior privilege review. Pursuant to Federal Rule of Evidence
24 502(d) and (e), insofar as the parties reach an agreement on the effect of
25 disclosure of a communication or information covered by the attorney-client
26 privilege or work product protection, the parties may incorporate their agreement
27 in the stipulated protective order submitted to the court.

1 12. MISCELLANEOUS

2 12.1 Right to Further Relief. Nothing in this Order abridges the right of
3 any person to seek its modification by the Court in the future.

4 12.2 Right to Assert Other Objections. By stipulating to the entry of
5 this Protective Order no Party waives any right it otherwise would have to
6 object to disclosing or producing any information or item on any ground not
7 addressed in this Stipulated Protective Order, including relevance. Similarly, no
8 Party waives any right to object on any ground or to use in evidence any of the
9 material covered by this Protective Order.

10 12.3 Filing Protected Material. A Party that seeks to file under seal
11 any Protected Material must comply with Civil Local Rule 79-5. Protected
12 Material may only be filed under seal pursuant to a court order authorizing the
13 sealing of the specific Protected Material at issue. If a Party's request to file
14 Protected Material under seal is denied by the court, then the Receiving Party
15 may file the information in the public record unless otherwise instructed by the
16 court.

17 13. FINAL DISPOSITION

18 After the final disposition of this Action, as defined in paragraph 4, and
19 within 60 days of a written request by any Designating Party, each Receiving Party
20 must return all Protected Material to the Producing Party or destroy such
21 material. As used in this subdivision, "all Protected Material" includes all copies,
22 abstracts, compilations, summaries, and any other format reproducing or
23 capturing any of the Protected Material. Whether the Protected Material is
24 returned or destroyed, the Receiving Party must submit a written certification to
25 the Producing Party (and, if not the same person or entity, to the Designating
26 Party) by the 60 day deadline that (1) identifies (by category, where appropriate)
27 all the Protected Material that was returned or destroyed and (2) affirms that

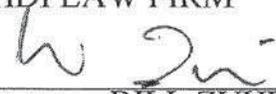
1 the Receiving Party has not retained any copies, abstracts, compilations,
2 summaries or any other format reproducing or capturing any of the Protected
3 Material. Notwithstanding this provision, Counsel are entitled to retain an
4 archival copy of all pleadings, motion papers, trial, deposition, and hearing
5 transcripts, legal memoranda, correspondence, deposition and trial exhibits,
6 expert reports, attorney work product, and consultant and expert work product,
7 even if such materials contain Protected Material. Any such archival copies
8 that contain or constitute Protected Material remain subject to this Protective
9 Order as set forth in Section 4.

10 14. Any violation of this Order may be punished by any and all
11 appropriate
12 measures including, without limitation, contempt proceedings and/or
13 monetary sanctions.

14
15 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

16 DATED: December 5, 2016

THE ZUHDI LAW FIRM

17
18 By: 
19 BILL ZUHDI
20 Attorneys for Plaintiff
RONNIE JAMES WILSON, d/b/a THE
GAP BAND

21 DATED: December 19, 2016

BUCHALTER NEMER
A Professional Corporation

22
23 By: 
24 MATTHEW L. SEROR
25 SARAH A. SYED
26 Attorneys for Defendants
27 CHARLES KENT WILSON, a/k/a
28 CHARLIE WILSON, MICHAEL
PARAN, P MUSIC GROUP, INC. and
INTERNATIONAL CREATIVE
MANAGEMENT PARTNERS, LLC

1 **EXHIBIT A**

2 **ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND**

3 I, _____ [print or type full name], of
4 _____ [print or type full address], declare under penalty of perjury
5 that I have read in its entirety and understand the Stipulated Protective Order
6 that was issued by the United States District Court for the Central District of
7 California on [date] in the case of *Ronnie James Wilson, d/b/a The GAP Band v.*
8 *Charles Kent Wilson, a/k/a Charlie Wilson, et al.*, Case No. 2:16-cv-03445-SVW-
9 ASx. I agree to comply with and to be bound by all the terms of this Stipulated
10 Protective Order and I understand and acknowledge that failure to so comply
11 could expose me to sanctions and punishment in the nature of contempt. I solemnly
12 promise that I will not disclose in any manner any information or item that is
13 subject to this Stipulated Protective Order to any person or entity except in strict
14 compliance with the provisions of this Order.

15 I further agree to submit to the jurisdiction of the United States District Court
16 for the Central District of California for the purpose of enforcing the terms
17 of this Stipulated Protective Order, even if such enforcement proceedings
18 occur after termination of this action. I hereby appoint _____
19 [print or type full name] of _____ [print
20 or type full address and telephone number] as my California agent for service of
21 process in connection with this action or any proceedings related to enforcement
22 of this Stipulated Protective Order.

23 Date: _____

24 Printed Name: _____

25 Signature: _____