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UNITED STATES DISTRICT COURT
For the Northern District of California

UNITED STATES DISTRICT COURT
Northern District of California

RICK JAMES, by and through THE JAMES
AMBROSE JOHNSON, JR., 1999 TRUST, his
successor in interest, individually and on
behalf of all others similarly situated,

Plaintiffs,

v.

UMG RECORDINGS, INC., a Delaware
corporation,

Defendant.

No. C 11-1613 SI (MEJ)

**ORDER REGARDING JOINT
DISCOVERY DISPUTE LETTER
FILED ON July 18, 2012**

Re: Dkt. No. 164

BACKGROUND

This is a consolidated putative class action for breach of contract, breach of the covenant of good faith and fair dealing, and statutory violations of various state laws against defendant, UMG Recordings, Inc., and its affiliated and subsidiary entities (“UMGR”) filed by plaintiff recording artists and producers (“Plaintiffs”), who allege that UMGR underpaid licensing royalties on digital downloads of Plaintiffs’ recordings by paying them at the lower “records sold” rate, instead of at the higher “licensing” rate in their contracts.

The parties have once again been unable to resolve their discovery disputes without assistance from the Court. This Order concerns the most recent dispute, in which UMGR seeks an order compelling further responses to Interrogatory Nos. 29-35. These interrogatories seek information and damages calculations concerning Plaintiffs’ implied breach of the covenant of good faith and fair dealing claims.

1 parties to meet and confer to determine a reasonable number of contracts that can be used as a
2 representative sample. If the parties cannot agree on a reasonable number of agreements to include in
3 this representative sample, they may file a joint discovery dispute letter (pursuant to the Court's
4 standing order) that sets forth each of their positions.

5 **B. Interrogatory Nos. 31-35**

6 These interrogatories seek to determine whether Plaintiffs' implied covenant claims involve
7 alleged conduct and damages different from those on which Plaintiffs' express contract claims are
8 based. Each interrogatory asks Plaintiffs to "state how you will calculate" each item of damages.
9 UMGR contends that Plaintiffs must show how damages will be calculated, and that without such
10 formulae, Plaintiffs' responses are deficient because they do not allow UMGR to analyze whether the
11 implied covenant claims are viable and susceptible to common proof across the class. The Court
12 agrees. Accordingly, the Court ORDERS Plaintiffs to respond to the damages portion of the
13 interrogatories. In answering, Plaintiffs must state, for each type of damages claimed in response to
14 these interrogatories, how such damages will be calculated. To the extent any damages are
15 comprised of a set statutory amount, no calculations or formulae are required.

16 UMGR also complains that Plaintiffs have failed to set forth all material facts on which their
17 implied covenant claim is based, and that their responses improperly reference other documents. The
18 Court declines to compel further responses based on UMGR's dissatisfaction with the merits, rather
19 than the completeness, of Plaintiffs' responses. *McConnell v. PacifiCorp., Inc.*, 2008 WL3843003, at
20 *3 (Aug. 15, 2008).

21 **IT IS SO ORDERED.**

22
23 Dated: August 29, 2013

24 
25 _____
26 Maria-Elena James
27 United States Magistrate Judge
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