

1 JENNER & BLOCK LLP
 2 JULIE A. SHEPARD (SBN 175538)
 3 JShepard@jenner.com
 4 ANDREW G. SULLIVAN (SBN 301122)
 5 AGSullivan@jenner.com
 6 SATI HARUTYUNYAN (SBN 313138)
 7 SHarutyunyan@jenner.com
 8 EFFIONG K. DAMPHA (SBN 323554)
 9 EDampha@jenner.com
 10 633 West 5th Street Suite 3600
 11 Los Angeles, CA 90071-2054
 12 Telephone: (213) 239-5100
 13 Facsimile: (213) 239-5199

8 GIANNI P. SERVODIDIO (*admitted pro hac vice*)
 9 gps@jenner.com
 10 919 Third Avenue
 11 New York, NY 10022-3908
 12 Telephone: (212) 891-1600
 13 Facsimile: (212) 891-1699

14 Attorneys for Plaintiffs

15 UNITED STATES DISTRICT COURT
 16 CENTRAL DISTRICT OF CALIFORNIA
 17 WESTERN DIVISION

16 COLUMBIA PICTURES INDUSTRIES,
 17 INC.; AMAZON CONTENT
 18 SERVICES, LLC; DISNEY
 19 ENTERPRISES, INC.; PARAMOUNT
 20 PICTURES CORPORATION;
 21 WARNER BROS. ENTERTAINMENT,
 22 INC.; UNIVERSAL CITY STUDIOS
 23 PRODUCTIONS LLLP; UNIVERSAL
 24 TELEVISION LLC; and UNIVERSAL
 25 CONTENT PRODUCTIONS LLC,

26 Plaintiffs,

27 v.

23 ALEJANDRO GALINDO and DOES 1-
 24 20,

25 Defendants.

Case No. 2:20-cv-03129-SVW-GJSx

**JOINT REPORT OF THE PARTIES
PURSUANT TO FRCP 26**

Judge: Hon. Stephen V. Wilson

Trial Date: None Set

1 Pursuant to Rule 26(f) of the Federal Rules of Civil Procedure and Local Rule
2 26-1, Plaintiffs Columbia Pictures Industries, Inc., Amazon Content Services, LLC,
3 Disney Enterprises, Inc., Paramount Pictures Corporation, Warner Bros.
4 Entertainment, Inc., Universal Studios Productions LLLP, Universal Television
5 LLC, and Universal Content Productions LLC (“Plaintiffs”) and defendant
6 Alejandro Galindo (“Defendant”) submit this Joint Report and Discovery Plan
7 (“Joint Report”) following their Rule 26 conference.

8 **1. Neutral Statement of Case**

9 This lawsuit arises out of the infringement of Plaintiffs’ copyrights in
10 connection with the Internet streaming service Nitro TV. Plaintiffs allege that
11 Defendant owns and operates Nitro TV in concert and participation with others,
12 Defendant does not have Plaintiffs’ authorization to reproduce or publicly perform
13 Plaintiff’s copyrighted works, including in connection with Nitro TV, and asserts
14 claims for direct and secondary copyright infringement against Defendant. Plaintiffs
15 seek preliminary and permanent injunctive relief, as well as statutory and other
16 damages.

17 Defendant asserts that any infringement was innocent.

18 **2. Initial Disclosures**

19 Initial disclosures under Rule 26(a)(1) shall be due on June 15, 2020.

20 **3. Preservation of Discoverable Information**

21 Counsel have notified their respective clients about their obligations to
22 preserve discoverable information (documentary and electronic), including the need
23 to preserve text messages to mobile phones (MMS and SMS), voicemail messages,
24 and social media posts.

25 **4. Discovery Timing and Cutoff**

26 The parties agree they should conduct written, documentary, and deposition
27 fact discovery followed, if necessary, by expert discovery as permitted by the
28 Federal Rules of Civil Procedure. The parties do not believe discovery should be

1 conducted in any phases other than fact discovery and expert discovery. The parties'
2 proposed schedule, including discovery cutoff dates, is set forth in Exhibit A.

3 **5. Discovery Subject Matter**

4 Without waiver or limitation, Plaintiffs will seek discovery bearing on
5 liability, defenses and damages, including on the following subjects: (a) the
6 operation of the Nitro TV Internet streaming service; (b) the alleged direct
7 infringement of Plaintiffs' copyrights; (c) the alleged secondary infringement of
8 Plaintiffs' copyrights; (d) Defendant's affirmative defenses; (e) Defendant's profits;
9 (f) the willfulness of Defendant's infringement; and (g) Plaintiffs' alleged statutory
10 damages.

11 Without waiver or limitation, Defendant will seek discovery on the following
12 subjects: (a) the same identified by Plaintiffs for purposes of seeking contribution
13 and indemnification; and (b) all prior investigations of this case or of Defendant by
14 Plaintiffs.

15 **6. Electronic Discovery**

16 The parties have agreed to produce electronically stored information in .tif
17 format if practical or, in the alternative, in .pdf or other format following a meet and
18 confer between counsel regarding the form of production. The parties reserve the
19 right to request production of electronically stored information in native or other
20 format, if they reasonably believe that there is a specific need that cannot otherwise
21 be met, and to have the information produced in such a manner in a particular
22 instance. The parties further reserve their rights to request production of
23 electronically stored information from any data source where relevant information
24 may be obtained, and to object to production of electronically stored information on
25 any appropriate ground, including, without limitation, those set forth in Fed. R. Civ.
26 P. 26(b)(2)(B).

27
28

1 **7. Protective Order**

2 A Protective Order governing discovery of confidential information will be
3 submitted to the Court.

4 **8. Attorney-Client Privilege and Attorney Work Product**

5 The parties agree on the following procedure:

6 If a party, through inadvertence, produces any document
7 or information that it believes is immune from discovery
8 pursuant to the attorney-client privilege and/or work
9 product doctrine/privilege, such production will not be
10 deemed a waiver of those privileges, and the producing
11 party may give written notice to the receiving party that
12 the document or information produced is deemed
13 privileged. The receiving party must immediately return
14 the document and all copies. The producing party will then
15 add those documents to its privilege log. The return of the
16 document(s) and/or information to the producing party
17 will not preclude the receiving party from later moving the
18 Court to compel production of the returned documents
19 and/or information.

14 The parties' proposed protective order will include a claw-back provision and
15 other procedures dealing with the inadvertent production of privileged materials and
16 work product. The parties agree that privilege logs will not be required for (1)
17 communications between parties and their outside counsel that occurred after this
18 lawsuit commenced; and (2) the work product of outside counsel, not disclosed to a
19 third party or entity not subject to a joint defense or common interest privilege.

20 **9. Complex Case Designation**

21 The parties agree this case should not be designated as a Complex Case. The
22 case presents no unusual legal issues. The Manual for Complex Litigation should
23 not apply to this case.

24 **10. Motions**

25 Plaintiffs have already filed a preliminary injunction motion, which was
26 granted. Motions seeking to enforce, modify and/or expand the preliminary
27 injunction order may need to be filed.

28

1 Plaintiffs intend to file a motion for summary adjudication on the issue of
2 liability. The parties’ proposed motion cutoff dates are set forth in Exhibit A.

3 **11. Alternative Dispute Resolution (“ADR”) – LR 16-15.4**

4 The parties believe it is premature to discuss settlement at this juncture. The
5 parties select ADR Procedure No. 2 and shall appear before a neutral selected from
6 the Court’s Mediation Panel. . The parties ADR Procedure Selection Form is being
7 filed concurrently herewith.

8 **12. Amendment of Pleadings / Additional Parties**

9 Subject to further discovery, Plaintiffs may seek leave to add additional
10 defendants. If it would not prejudice the rights or interests any party, the parties will
11 meet and confer and attempt to amend the pleadings by stipulation. The parties
12 reserve the right to seek further amendments to the complaint prior to the deadline
13 set forth in Exhibit A.

14 Additionally, Plaintiffs may seek leave to amend the complaint to identify
15 new, copyrighted works that are alleged to have been infringed by Defendant(s) up
16 to the time of trial. The parties’ proposed deadline for amendments to the complaint
17 with respect to new copyrights is set forth in Exhibit A.

18 **13. Expert Witnesses**

19 The parties’ proposed deadlines for expert disclosures and reports are set forth
20 in Exhibit A.

21 **14. Jury Trial and Trial Date**

22 **Jury Trial and Length of Trial**

23 The parties have each requested a jury trial and their current estimate for trial
24 is one week. The parties do not anticipate severance, bifurcation, or other changes
25 in the standard order of proof at trial.

26 \\
27 \\
28 \\
29

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Trial Date

The parties request a trial date on or after May 10, 2021. Exhibit A also includes the parties’ proposed schedule related to a May 10, 2021 trial date.

Dated: June 4, 2020

JENNER & BLOCK LLP

By: /s/ Julie Shepard*
Julie Shepard

Attorneys for Plaintiffs

Dated: June 4, 2020

THE LAW OFFICES OF STEVEN C.
VONDRAN

By: /s/ Steven C. Vondran
Steven C. Vondran

Attorneys for Defendant

**Pursuant to Local Rule 5(i)(3), the filer hereby attests that all signatories listed, and on whose behalf the filing is submitted, concur in the filing’s content and have authorized the filing.*

EXHIBIT A

Event/Deadline	Date (Based on a trial during the week of May 10, 2021)
Deadline to move to amend pleadings and add parties and counter parties	September 4, 2020
Fact discovery cutoff/Deadline to have discovery motions heard	December 11, 2020
Deadline to serve opening expert reports on all issues on which the party bears the burden of proof	January 15, 2021
Deadline to serve rebuttal expert reports	February 12, 2021
Deadline to complete expert discovery	March 1, 2021
Deadline for hearing Dispositive Motions	March 1, 2021
Deadline for ADR Procedure	March 15, 2021
Last day to Amend Pleadings to Identify Copyrights At Issue	April 12, 2021
Final Pretrial Conference	Week of April 19, 2021
Trial	Week of May 10, 2021