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In re

DISTRIBUTION OF CABLE ROYALTY FUNDS	**CONSOLIDATED DOCKET NO. 19-CRB-0010 CD (2018-21)**
DISTRIBUTION OF SATELLITE ROYALTY FUNDS	**CONSOLIDATED DOCKET NO. 19-CRB-0011 SD (2018-21)**

ORDER 13 (CD) AND ORDER 7 (SD) PROTECTIVE ORDER

I. The Parties

As of March 25, 2026, the participants in the captioned proceedings (parties) were: the Program Suppliers represented by the Motion Picture Association (MPA), the Joint Sports Claimants (JSC), the National Association of Broadcasters and the Commercial Television Claimants (CTV), the Music Claimants,[1] the Canadian Claimants Group (CCG), Settling Devotional Claimants (SDC), Public Broadcasting Service and the Public Television Claimants (PTV), Multigroup Claimants (MC), and Major League Soccer (MLS). These participants filed a Joint Motion for Entry of a Protective Order in these proceedings on March 25, 2026 ("Joint Motion") (eCRB nos. 78057 & 78059). The Copyright Royalty Judges (Judges) hereby grant the motion and issue this Protective Order.

II. Authority

The Judges reiterate a strong presumption in favor of the public interest in access to the records of the subject proceeding. Section 803(c)(5) of the Copyright Act nonetheless authorizes the Judges to issue protective orders "as may be appropriate to protect confidential information…." 17 U.S.C. § 803(c)(5). In prior proceedings, the Judges have issued protective orders to facilitate and expedite discovery in both rate determination and distribution proceedings.[2]

III. Protected Material

Section 803(c)(5) of the Copyright Act does not define "confidential information." In protection orders in prior proceedings, the Judges have defined "confidential information" to include proprietary or private business information, in any form or format, the disclosure of

[1] The Music Claimants include Broadcast Music, Inc. ("BMI"), the American Society of Composers, Authors, and Publishers ("ASCAP"), SESAC Performing Rights, LLC ("SESAC"), and Global Music Rights, LLC ("GMR").
[2] *See, e.g.*, Protective Order, Docket No. 16-CRB-0009 CD (2014-17) (Feb. 17, 2022) (cable royalty distribution); Protective Order, Docket No. 14-CRB-0010-CD (March 31, 2016) (cable royalty distribution); Protective Order, Docket No. 2006-3 CRB DRPA (Aug. 13, 2007) ("mechanical" rate adjustment).

which would damage the party producing documents or information to another party or other parties in this proceeding (Producing Party), grant unfair advantage to the party receiving documents or information from another party in this proceeding (Receiving Party), or inhibit the ability of the Producing Party to obtain like information in the future.

For avoidance of doubt, "confidential information" includes "competitively sensitive" information, the disclosure of which to (a) individuals employed by or participating in the cable, satellite, or broadcast television industries, including but not limited to people who are working on behalf of distributors of television programming; (b) the principals of any party or claimant in this proceeding; or (c) any expert or fact witness in this proceeding who is employed by, or a participant in, the cable, satellite, or broadcast television industries (referred to herein as "Industry Participants"), would result in a competitive disadvantage to the Producing Party, provide a competitive advantage to the Receiving Party or another entity, or interfere with the ability of the Producing Party to obtain like information from other parties or entities in the future. "Competitively sensitive" information excludes (1) information, data and other resources purchased or licensed and used in copyright royalty distribution proceedings; (2) analyses or expert reports based on such information; or (3) information that is substantially similar to information produced in prior copyright royalty distribution proceedings under a "Restricted" or public designation.

For further avoidance of doubt and pursuant to 37 C.F.R. § 303.5(k), "confidential information" includes the identities and personally identifiable information (PII) of actual respondents to the cable operator surveys related to the written exhibits and testimony, the disclosure of which to Industry Participants, would damage the Producing Party, grant unfair advantage to the Receiving Party, or inhibit the ability of the Producing Party to obtain like information in the future.

The Judges adopt the foregoing definition of "confidential information" for the instant proceeding.

IV. Exemptions

Certain material is exempt from the requirements of this Protective Order, namely, documents and information that:

(1) may be found in the public records of the Copyright Royalty Board, the Copyright Office, or any other federal or state governmental agency;

(2) was, is, or during the pendency of the subject proceeding becomes, legitimately, public information; or

(3) contains an aggregate of quantitative information derived from protected materials, so long as no entity can manipulate the information in a way to reveal the protected materials.

V. Procedure

A. Production

The Producing Party shall meet the following requirements when producing (a) protected material containing PII of respondents to the cable operator surveys related to the written exhibits and testimony or (b) protected material containing competitively sensitive information.

(1) The Producing Party is responsible for marking with a conspicuous label of "**HIGHLY CONFIDENTIAL — Subject to Protective Order in Docket Nos. 19-CRB-0010 CD (2018-21) and 19-CRB-0011 SD (2018-21)**" all material that the Producing Party in good faith asserts is protected by this order and contains either competitively sensitive information or PII of respondents to the cable operator surveys related to the written exhibits and testimony ("Highly Confidential" materials). The Producing Party shall mark the Highly Confidential portions with highlighting or brackets and shall do so to the narrowest extent possible to maintain confidentiality.

(2) The Producing Party shall deliver with all Highly Confidential materials an affidavit or declaration signed under penalty of perjury listing all Highly Confidential materials and the basis for the designation.

The Producing Party shall meet the following requirements when producing protected material containing confidential information that is NOT (a) PII of respondents to the cable operator surveys related to the written exhibits and testimony or (b) competitively sensitive.

(1) The Producing Party is responsible for marking with a conspicuous label of "**RESTRICTED — Subject to Protective Order in Docket Nos. 19-CRB-0010 CD (2018-21) and 19-CRB-0011 SD (2018-21)**" all material that the Producing Party in good faith asserts is protected by this order but contains neither PII of respondents to the cable operator surveys related to the written exhibits and testimony nor competitively sensitive information ("Restricted" material). The Producing Party shall mark Restricted portions with highlighting or brackets and shall do so to the narrowest extent possible to maintain confidentiality.

(2) The Producing Party shall deliver with all Restricted materials an affidavit or declaration signed under penalty of perjury listing all Restricted materials and the basis for the designation.

The Parties produced documents during the discovery process in this proceeding prior to the issuance of this Order using the following designations (or materially similar terms): "Restricted," "Attorneys Eyes Only," and "Restricted-Order No. 27." All documents previously produced and designated "Attorneys Eyes Only" or "Restricted – Order No. 27," shall be deemed **HIGHLY CONFIDENTIAL** pursuant to this Order. All documents previously produced and designated "Restricted," shall be deemed **RESTRICTED** pursuant to this Order.

B. Receipt

The Receiving Party shall maintain the confidentiality of Highly Confidential, and Restricted material. The Receiving Party, *by and through counsel of record in this proceeding*, shall execute and abide by a Non-Disclosure Certificate, substantially in the form attached to this order as "Exhibit A."

Receiving Parties are prohibited from contacting, directly or indirectly, any individual responding on behalf of a cable system to the cable operator surveys related to the written exhibits and testimony by using the PII of such responding individual produced by a Producing Party. If a responding individual is contacted by other means, Receiving Parties are prohibited from communicating with that individual, either directly or indirectly, about participation in any cable operator surveys related to the written exhibits and testimony. Nothing in this prohibition prevents a Receiving Party from conducting its own primary data collection from any cable system operators.

Counsel for the Receiving Party shall limit access to Highly Confidential materials to:

(1) outside counsel of record in this proceeding for the Receiving Party, including that outside counsel's staff required by involvement in this proceeding to view Highly Confidential material, for the sole purpose of assisting with this proceeding;

(2) litigation support contractors, including consulting experts, that the Receiving Party and counsel of record deem necessary, for the sole purpose of assisting with this proceeding and provided that the litigation support contractor is not an Industry Participant; and

(3) independent experts necessary for preparation of evidence for this proceeding, for the sole purpose of assisting with this proceeding and provided that the independent expert is not an Industry Participant.

Counsel for the Receiving Party shall limit access to Restricted material to:

(1) all persons permitted to view Highly Confidential materials; and

(2) principals of any party or claimant in this proceeding represented by the Receiving Party and employees of the same, to the extent required by their respective positions and duties to view the Restricted material to assist in the Receiving Party's presentation to the Judges;

(3) litigation support contractors and independent experts, regardless of whether they are Industry Participants.

C. Use of Highly Confidential and Restricted Materials

When a party includes Highly Confidential or Restricted material in filings with the Judges, the party shall file simultaneously:

(1) the Highly Confidential or Restricted material under seal,

(2) redacted papers for inclusion in the Judges' public record, and

(3) a "redaction log" listing for every item claimed as Highly Confidential or Restricted

  (a) identification of the document or other source including title, page number, and Producing Party;

  (b) the basis or bases for the redaction; and

  (c) a description of the material sufficient to permit any entity not entitled to view the Highly Confidential or Restricted material (Reviewing Party) to challenge the designation of the material as "Highly Confidential" or "Restricted."

Within 21 days after the conclusion of this proceeding,[3] the Receiving Party shall return to the Producing Party all Highly Confidential or Restricted material including any additional copies, notes, or records in any form reflecting the contents of the Highly Confidential or Restricted material. In the alternative, the Receiving Party may destroy the Highly Confidential or Restricted material, copies, notes, and records and shall tender to counsel for the Producing Party an affidavit or declaration under penalty of perjury verifying that they have been destroyed. However, outside counsel for the Receiving Party may, in the interest of a complete record, retain one copy of the Highly Confidential or Restricted material in original form for archive purposes only. The archive materials shall be maintained as confidential records, subject to the terms of this Protective Order.

D. Objections to the Designation of Restricted Materials

If:

(1) a Receiving Party wishes to disclose Highly Confidential or Restricted materials to any person to whom disclosure is not authorized by this Protective Order,

(2) a Receiving Party or Reviewing Party wishes to object to the designation of certain information or materials as Highly Confidential or Restricted, or

(3) a Reviewing Party seeks access to Highly Confidential or Restricted material in order to respond to a filing with the Judges,

[3] The conclusion of this proceeding shall occur at the resolution of all available avenues of judicial review.

then the Receiving Party or Reviewing Party shall first serve written notice of the proposed disclosure or objection upon counsel for the Producing Party, identifying with particularity each portion of the Highly Confidential or Restricted material at issue. Counsel for the Producing Party and the Receiving Party or Reviewing Party shall undertake negotiations to resolve disputes as to the requested disclosure or the validity of the claim to protection.

If a Producing Party declines to acquiesce in the requested disclosure or to agree that the information should not be classified as Highly Confidential or Restricted material, the Producing Party shall notify the Receiving Party or Reviewing Party in writing of the reasons therefor within three (3) business days of receipt of the written notice. A Receiving Party or Reviewing Party may then move the Judges for:

(1) modification of this Protective Order,

(2) a determination that the Highly Confidential or Restricted material at issue should not remain Highly Confidential or Restricted, and in the case of a motion by a Reviewing Party, for an order requiring production to it of the Highly Confidential or Restricted material under the same limitations that apply to a Receiving Party, or

(3) for such other ruling as is appropriate.

The moving party shall serve counsel for the Producing Party and all other parties to this proceeding with a copy of the motion. The Producing Party shall bear the burden of justifying the limitation it seeks to impose.

VI. Failure to Comply

The Judges may sanction violations of this protective order as they deem appropriate, to the fullest extent permitted by law, including exclusion of evidence obtained, developed, or handled in any way contrary to the requirements in this protective order.

SO ORDERED.

Jefferson, Trevor

Digitally signed by Jefferson, Trevor
Date: 2026.04.10 10:01:18 -04'00'

Trevor Jefferson
Interim Chief Copyright Royalty Judge

Dated: April 10, 2026

EXHIBIT A

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NON-DISCLOSURE CERTIFICATE

I certify that:

1. I understand that certain Highly Confidential or Restricted materials provided to me in connection with the captioned proceeding are subject to the terms and restrictions of the Protective Order entered on April 10, 2026;

2. I have received and read the Protective Order and I have no unanswered questions regarding the content or implications of the Protective Order;

3. I and any firm designated below qualify under the Protective Order to have access to Highly Confidential or Restricted materials;

4. I and any firm designated below agree to be bound by the Protective Order;

5. I understand that I shall not disclose or use the contents of the Highly Confidential or Restricted materials, and any notes, memoranda, or any other form of information reflecting the contents of the Highly Confidential or Restricted materials, other than in accordance with the terms of the Protective Order;

6. When informed by counsel for my client, I shall return or destroy any Highly Confidential or Restricted materials as provided by the Protective Order; and

7. I understand that a violation of this certificate constitutes a violation of an order of the Copyright Royalty Judges.

I represent that I am authorized to represent and sign on behalf of any Organization that is identified below and to bind agents and employees of the Organization to the terms of the Protective Order.

Date :_____

PRINT NAME: _____
Title: _____
Organization: _____