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UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA, WESTERN DIVISION

SECOND STREET CORPORATION, a  
California corporation,  
  
Plaintiff,  
  
vs.  
  
EXCEPTIONAL INNOVATION,  
INC., an Ohio corporation; QUADRIGA  
AMERICAS, LLC, an Arizona limited  
liability company; LG ELECTRONICS  
U.S.A., INC., a Delaware corporation;  
DOES 1-6, inclusive,  
  
Defendants.

Case No. 2:16-CV-05889-PSG (ASx)  
*Hon. Philip S. Gutierrez*  
*Magistrate Hon. Alka Sagar*

**STIPULATED PROTECTIVE  
ORDER**

Trial Date: August 22, 2017  
Complaint Filed: August 8, 2016

1           **1.    A.    PURPOSES AND LIMITATIONS**

2           Disclosure and discovery activity in this action are likely to involve  
3 production of confidential, proprietary, or private information for which special  
4 protection from public disclosure and from use for any purpose other than  
5 prosecuting this litigation would be warranted. Accordingly, the parties hereby  
6 stipulate to and petition the court to enter the following Stipulated Protective Order.  
7 The parties acknowledge that this Order does not confer blanket protections on all  
8 disclosures or responses to discovery and that the protection it affords extends only  
9 to the limited information or items that are entitled under the applicable legal  
10 principles to treatment as confidential. The parties further acknowledge, as set forth  
11 in Section 10, below, that this Stipulated Protective Order creates no entitlement to  
12 file confidential information under seal; Local Rule 79-5 sets forth the procedures  
13 that must be followed when a party seeks permission from the court to file material  
14 under seal.

15           **B.    GOOD CAUSE STATEMENT**

16           This action is likely to involve trade secrets, customer and pricing lists and  
17 other valuable research, development, commercial, financial, technical, sensitive  
18 personal/private information, and/or other proprietary or confidential information  
19 for which special protection from public disclosure and from use for any purpose  
20 other than prosecution and/or defense of this action is warranted. Such confidential  
21 and proprietary materials and information consist of, among other things,  
22 confidential business or financial information, information regarding confidential  
23 business practices, proprietary technical information regarding specific electronics  
24 and technology platforms, or other confidential research, development, or  
25 commercial information (including information implicating privacy rights of third  
26 parties), sensitive personal/private information, information otherwise generally  
27 unavailable to the public, and/or other information which may be privileged or  
28 otherwise protected from disclosure under state or federal statutes, court rules, case

1 decisions, or common law. Accordingly, to expedite the flow of information, to  
2 facilitate the prompt resolution of disputes over confidentiality of discovery  
3 materials, to adequately protect information the parties are entitled to keep  
4 confidential, to ensure that the parties are permitted reasonably necessary uses of  
5 such material in preparation for and in the conduct of trial, to address the handling  
6 of such material at the end of the litigation, and to serve the ends of justice, a  
7 protective order for such information is justified in this matter. It is the intent of the  
8 parties that information will not be designated as confidential for tactical reasons  
9 and that nothing be so designated without a good faith belief that it has been  
10 maintained in a confidential, non-public manner, and there is good cause why it  
11 should not be part of the public record of this case.

12 **2. DEFINITIONS**

13 2.1 Party: any party to this action, including all of its officers,  
14 directors, employees, consultants, retained experts, and outside counsel (and their  
15 support staff).

16 2.2 Disclosure or Discovery Material: all items or information,  
17 regardless of the medium or manner generated, stored, or maintained (including,  
18 among other things, testimony, transcripts, or tangible things) that are produced or  
19 generated in disclosures or responses to discovery in this matter.

20 2.3 “Confidential” Information or Items: information (regardless of  
21 how generated, stored, or maintained) or tangible things that qualify for protection  
22 under standards developed under F.R.Civ.P. 26(c), and as specified above in the  
23 Good Cause Statement.

24 2.4 Receiving Party: a Party that receives Disclosure or Discovery  
25 Material from a Producing Party.

26 2.5 Producing Party: a Party or non-party that produces Disclosure  
27 or Discovery Material in this action.

28 2.6 Designating Party: a Party or non-party that designates

1 information or items that it produces in disclosures or in responses to discovery as  
2 “Confidential” or “Attorneys’ Eyes Only.”

3           2.7 Protected Material: any Disclosure or Discovery Material that is  
4 designated as “Confidential” or “Attorneys’ Eyes Only.”

5           2.8 Outside Counsel: Attorneys (as well as their support staffs) who  
6 are retained to represent or advise a Party in this Action.

7           2.9 Expert: a person with specialized knowledge or experience in a  
8 matter pertinent to the litigation who has been retained by a Party or its counsel to  
9 serve as an expert witness or as a consultant in this action. This definition includes  
10 a professional jury or trial consultant retained in connection with this litigation. The  
11 expert witness or consultant may not be a past or a current employee of the Party  
12 (including any affiliates or related entities) adverse to the Party engaging the expert  
13 witness or consultant, or someone who at the time of retention is anticipated to  
14 become an employee of the Party (including any affiliates or related entities)  
15 adverse to the Party engaging the expert witness or consultant. Moreover, the expert  
16 witness or consultant may not be a current employee or anticipated to become an  
17 employee of any entity who is a competitor of the Party adverse to the Party  
18 engaging the expert witness or consultant.

19           2.10 Professional Vendors: persons or entities that provide litigation  
20 support services (e.g., photocopying; videotaping; translating; preparing exhibits or  
21 demonstrations; organizing, storing, retrieving data in any form or medium; etc.)  
22 and their employees and subcontractors.

23           2.11 Action: the above-captioned pending lawsuit in the United  
24 States District Court for the Central District of California, entitled *Second Street*  
25 *Corporation v. Exceptional Innovation, Inc., et al.*; Case No. 2:16-CV-05889-PSG  
26 (ASx).

27           2.12 “Attorneys’ Eyes Only” Information or Items: information or  
28 items that qualify as “Confidential” and are a subset of Protected Material, whose

1 disclosure to another party or non-party would create a substantial risk of serious  
2 injury by the disclosure of trade secrets or other confidential technical, financial,  
3 personal, or medical information, whose disclosure requires more stringent  
4 protection than that provided for “Confidential” Information or Items, and whose  
5 protection cannot be provided by less restrictive means.

6 **3. SCOPE**

7 The protections conferred by this Stipulation and Order cover not only  
8 Protected Material (as defined above), but also any information copied or extracted  
9 therefrom, as well as all copies, excerpts, summaries, or compilations thereof, plus  
10 testimony, conversations, or presentations by parties or counsel to or in court or in  
11 other settings that might reveal Protected Material.

12 **4. DURATION**

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

21 **5. DESIGNATING PROTECTED MATERIAL**

22 5.1 Exercise of Restraint and Care in Designating Material for  
23 Protection: Each Party or non-Party that designates information or items for  
24 protection under this Order must take care to limit any such designation to specific  
25 material that qualifies under the appropriate standards. A Designating Party must  
26 take care to designate for protection only those parts of material, documents, items,  
27 or oral or written communications that qualify, so that other portions of the material,  
28 documents, items, or communications for which protection is not warranted are not

1 swept unjustifiably within the ambit of this Order.

2           Mass, indiscriminate, or routinized designations are prohibited.  
3 Designations that are shown to be clearly unjustified, or that have been made for an  
4 improper purpose (e.g., to unnecessarily encumber or retard the case development  
5 process, or to impose unnecessary expenses and burdens on other parties), expose  
6 the Designating Party to sanctions.

7           If it comes to a Designating Party's attention that information or items  
8 that it designated for protection do not qualify for protection at all, or do not qualify  
9 for the level of protection initially asserted, that Designating Party must promptly  
10 notify all other parties that it is withdrawing the mistaken designation.

11           5.2   Manner and Timing of Designations: Except as otherwise  
12 provided in this Order, or as otherwise stipulated or ordered, material that qualifies  
13 for protection under this Order must be clearly so designated before the material is  
14 disclosed or produced.

15           Designation in conformity with this Order requires:

16           (a)   for information in documentary form (apart from  
17 transcripts of depositions or other pretrial or trial proceedings), that the Producing  
18 Party affix the legend "CONFIDENTIAL" or "ATTORNEYS' EYES ONLY"  
19 (hereinafter, "CONFIDENTIAL Legend") at the top or bottom of each page that  
20 contains protected material. If only a portion or portions of the material on a page  
21 qualifies for protection, the Producing Party also must clearly identify the protected  
22 portion(s) (e.g., by making appropriate markings in the margins) and must specify,  
23 for each portion, the appropriate CONFIDENTIAL Legend.

24           (b)   for testimony given in deposition or in other pretrial or  
25 trial proceedings, that the Party or non-Party offering or sponsoring the testimony  
26 identify all portions of the testimony that qualify as "CONFIDENTIAL" or  
27 "ATTORNEYS' EYES ONLY" either (1) on the record, before the close of the  
28 deposition, hearing, or other proceeding, or (2) within fourteen days after receipt of

1 the deposition transcript. Only those portions of the testimony that are appropriately  
2 designated for protection as described herein shall be covered by the provisions of  
3 this Stipulated Protective Order.

4 Transcript pages containing Protected Material designated during  
5 the deposition, hearing, or other proceeding must be separately bound by the court  
6 reporter, who must affix to the top of each such page the appropriate  
7 CONFIDENTIAL Legend, as instructed by the Party or non-Party offering or  
8 sponsoring the witness or presenting the testimony.

9 (c) for information produced in some form other than  
10 documentary, and for any other tangible items, that the Producing Party affix in a  
11 prominent place on the exterior of the container or containers in which the  
12 information or item is stored the appropriate CONFIDENTIAL Legend. If only  
13 portions of the information or item warrant protection, the Producing Party, to the  
14 extent practicable, shall identify the protected portions.

15 5.3 Inadvertent Failures to Designate: If timely corrected, an  
16 inadvertent failure to designate qualified information or items as  
17 “CONFIDENTIAL” or “ATTORNEYS’ EYES ONLY” does not, standing alone,  
18 waive the Designating Party’s right to secure protection under this Order for such  
19 material. If material is appropriately designated as “CONFIDENTIAL” or  
20 “ATTORNEYS’ EYES ONLY” after the material is initially produced, the  
21 Receiving Party, on timely notification of the designation, must make reasonable  
22 efforts to assure that the material is treated in accordance with the provisions of this  
23 Order.

## 24 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

25 6.1 Timing of Challenges: Unless a prompt challenge to a  
26 Designating Party’s confidentiality designation is necessary to avoid foreseeable  
27 substantial unfairness, unnecessary economic burdens, or a later significant  
28 disruption or delay of the litigation, a Party does not waive its right to challenge a

1 confidentiality designation by electing not to mount a challenge promptly after the  
2 original designation is disclosed.

3           6.2 Procedure For Challenging Designation: A Party that elects to  
4 initiate a challenge to a Designating Party’s confidentiality designation must do so  
5 by the procedure set forth in Local Rule 37. The burden of persuasion in any such  
6 challenge proceeding shall be on the Designating Party. Until the Court rules on the  
7 challenge, all parties shall continue to afford the material in question the level of  
8 protection to which it is entitled under the Producing Party’s designation.

9           **7. ACCESS TO AND USE OF PROTECTED MATERIAL**

10           7.1 Basic Principles: A Receiving Party may use Protected Material  
11 that is disclosed or produced by another Party or by a non-Party in connection with  
12 this case only for prosecuting, defending, or attempting to settle this Action. Such  
13 Protected Material may be disclosed only to the categories of persons and under the  
14 conditions described in this Order. When the Action has been terminated, a  
15 Receiving Party must comply with the provisions of section 11, below (FINAL  
16 DISPOSITION).

17           Protected Material must be stored and maintained by a Receiving Party  
18 at a location and in a secure manner that ensures that access is limited to the persons  
19 authorized under this Order.

20           7.2 Disclosure of “CONFIDENTIAL” Information or Items: Unless  
21 otherwise ordered by the court or permitted in writing by the Designating Party, a  
22 Receiving Party may disclose any information or item designated  
23 “CONFIDENTIAL” only to:

24           (a) the Receiving Party’s Outside Counsel and in-house  
25 counsel, as well as employees of said Outside Counsel and in-house counsel to  
26 whom it is reasonably necessary to disclose the information for this Action;

27           (b) the officers, directors, and employees (including in-house  
28 counsel) of the Receiving Party;

1 (c) Experts (as defined in this Order) of the Receiving Party to  
2 whom disclosure is reasonably necessary for this litigation and who have signed the  
3 “Agreement to Be Bound by Protective Order” (Exhibit A);

4 (d) the Court and its personnel;

5 (e) court reporters and their staff;

6 (f) professional vendors to whom disclosure is reasonably  
7 necessary for this litigation and who have signed the “Agreement to Be Bound by  
8 Protective Order” (Exhibit A);

9 (g) during their depositions, witnesses, and attorneys for those  
10 witnesses, in the Action to whom disclosure is reasonably necessary, provided: (1)  
11 the deposing party requests that the witness sign the form attached as Exhibit A  
12 hereto; and (2) the witnesses and their attorneys will not be permitted to keep any  
13 Protected Material after the deposition unless they sign the “Agreement to Be Bound  
14 by Protective Order” (Exhibit A), unless otherwise agreed by the Designating Party  
15 or ordered by the court. Pages of transcribed deposition testimony or exhibits to  
16 depositions that reveal Protected Material must be separately bound by the court  
17 reporter and may not be disclosed to anyone except as permitted under this  
18 Stipulated Protective Order;

19 (h) the author and recipients of the document or the original  
20 source of the information; and

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

24 7.2 Disclosure of “ATTORNEYS’ EYES ONLY” Information or  
25 Items: Unless otherwise ordered by the court or permitted in writing by the  
26 Designating Party, a Receiving Party may disclose any information or item  
27 designated “ATTORNEYS’ EYES ONLY” only to:

28 (a) the Receiving Party’s Outside Counsel and in-house

1 counsel, as well as employees of said Outside Counsel and in-house counsel to  
2 whom it is reasonably necessary to disclose the information for this Action;

3 (b) Experts (as defined in this Order) of the Receiving Party to  
4 whom disclosure is reasonably necessary for this litigation and who have signed the  
5 “Agreement to Be Bound by Protective Order” (Exhibit A);

6 (c) the Court and its personnel;

7 (d) court reporters and their staff;

8 (e) professional vendors to whom disclosure is reasonably  
9 necessary for this litigation and who have signed the “Agreement to Be Bound by  
10 Protective Order” (Exhibit A);

11 (f) during their depositions, witnesses, and attorneys for those  
12 witnesses, in the Action to whom disclosure is reasonably necessary provided: (1)  
13 the deposing party requests that the witness sign the form attached as Exhibit A  
14 hereto; and (2) the witnesses and their attorneys will not be permitted to keep any  
15 Protected Material after the deposition, unless otherwise agreed by the Designating  
16 Party or ordered by the court. Pages of transcribed deposition testimony or exhibits  
17 to depositions that reveal Protected Material must be separately bound by the court  
18 reporter and may not be disclosed to anyone except as permitted under this  
19 Stipulated Protective Order;

20 (g) the author and recipients of the document or the original  
21 source of the information; and

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

25 **8. PROTECTED MATERIAL SUBPOENAED OR ORDERED**  
26 **PRODUCED IN OTHER LITIGATION**

27 If a Receiving Party is served with a subpoena or an order issued in other  
28 litigation that would compel disclosure of any information or items designated in

1 this action as “CONFIDENTIAL” or “ATTORNEYS’ EYES ONLY,” the  
2 Receiving Party must so notify the Designating Party, in writing promptly after  
3 receiving the subpoena or order. Such notification must include a copy of the  
4 subpoena or court order. The Receiving Party also must promptly inform in writing  
5 the Party who caused the subpoena or order to issue in the other litigation that some  
6 or all the material covered by the subpoena or order is the subject of this Protective  
7 Order. In addition, the Receiving Party must deliver a copy of this Stipulated  
8 Protective Order promptly to the Party in the other action that caused the subpoena  
9 or order to issue.

10 The purpose of imposing these duties is to alert the interested parties to the  
11 existence of this Protective Order and to afford the Designating Party in this case an  
12 opportunity to try to protect its confidentiality interests in the court from which the  
13 subpoena or order issued. The Designating Party shall bear the burdens and the  
14 expenses of seeking protection in that court of its confidential material, and nothing  
15 in these provisions shall be construed as authorizing or encouraging a Receiving  
16 Party in this action to disobey a lawful directive from another court.

17 **9. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

18 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed  
19 Protected Material to any person or in any circumstance not authorized under this  
20 Stipulated Protective Order, the Receiving Party must promptly (a) notify in writing  
21 the Designating Party of the unauthorized disclosures, (b) use its best efforts to  
22 retrieve all copies of the Protected Material, (c) inform the person or persons to  
23 whom unauthorized disclosures were made of all the terms of this Order, and  
24 (d) request such person or persons to execute the “Acknowledgment and Agreement  
25 to Be Bound” that is attached hereto as Exhibit A.

26 **10. FILING PROTECTED MATERIAL**

27 Without written permission from the Designating Party or a court order  
28 secured after appropriate notice to all interested persons, a Party may not file in the

1 public record in this action any Protected Material. A Party that seeks to file under  
2 seal any Protected Material must comply with Local Rule 79-5.

3 **11. FINAL DISPOSITION**

4 After the final disposition of this Action, as defined in paragraph 4, within 60  
5 days of a written request by the Designating Party, each Receiving Party must return  
6 all Protected Material to the Producing Party or destroy such material. As used in  
7 this subdivision, “all Protected Material” includes all copies, abstracts, compilations,  
8 summaries or any other form of reproducing or capturing any of the Protected  
9 Material. With permission in writing from the Designating Party, the Receiving  
10 Party may destroy some or all of the Protected Material instead of returning it.  
11 Whether the Protected Material is returned or destroyed, the Receiving Party must  
12 submit a written certification to the Producing Party (and, if not the same person or  
13 entity, to the Designating Party) by the sixty day deadline that identifies (by  
14 category, where appropriate) all the Protected Material that was returned or  
15 destroyed and that affirms that the Receiving Party has not retained any copies,  
16 abstracts, compilations, summaries or other forms of reproducing or capturing any  
17 of the Protected Material.

18 Notwithstanding this provision, Outside Counsel are entitled to retain an  
19 archival copy of all pleadings, motion papers, transcripts, legal memoranda,  
20 correspondence or attorney work product, even if such materials contain Protected  
21 Material. Any such archival copies that contain or constitute Protected Material  
22 remain subject to this Protective Order as set forth in Section 4 (DURATION),  
23 above.

24 **12. MISCELLANEOUS**

25 12.1 Right to Further Relief: Nothing in this Order abridges the right  
26 of any person to seek its modification by the Court in the future.

27 12.2 Right to Assert Other Objections: By stipulating to the entry of  
28 this Protective Order no Party waives any right it otherwise would have to object to

1 disclosing or producing any information or item on any ground not addressed in this  
2 Stipulated Protective Order. Similarly, no Party waives any right to object on any  
3 ground to use in evidence of any of the material covered by this Protective Order.

4           12.3 Inadvertent Production of Privileged Documents: If a Party,  
5 through inadvertence, produces any document or information that it believes is  
6 immune from discovery pursuant to an attorney-client privilege, the work product  
7 privilege, or any other privilege, such production shall not be deemed a waiver of  
8 any privilege, and the Producing Party may give written notice to the Receiving  
9 Party that the document or information produced is deemed privileged and that  
10 return of the document or information is requested. Upon receipt of such notice, the  
11 Receiving Party shall immediately gather the original and all copies of the document  
12 or information of which the Receiving Party is aware, in addition to any abstracts,  
13 summaries, or descriptions thereof, and shall immediately return the original and all

14           [REST OF PAGE INTENTIONALLY BLANK]

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1 EXHIBIT A

2 ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

3  
4 I, \_\_\_\_\_ [print full name], of \_\_\_\_\_  
5 [print full address], declare under penalty of perjury that I have read in its entirety  
6 and understand the Stipulated Protective Order that was issued by the United States  
7 District Court for the Central District of California in the case of *Second Street*  
8 *Corporation vs. Exceptional Innovation, Inc., et al.*, Case No. 2:16-cv-05889-PSG  
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 could  
11 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 subject  
13 to this Stipulated Protective Order to any person or entity except in strict compliance  
14 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 of this  
17 Stipulated Protective Order, even if such enforcement proceedings occur after  
18 termination of this action.

19 I hereby appoint \_\_\_\_\_ [print full name] of  
20 \_\_\_\_\_ [print full address and telephone  
21 number] as my California agent for service of process in connection with this action  
22 or any proceedings related to enforcement of this Stipulated Protective Order.  
23

24 Date: \_\_\_\_\_

25 City and State where sworn and signed: \_\_\_\_\_

26 Printed name: \_\_\_\_\_

27 Signature: \_\_\_\_\_  
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**PROOF OF SERVICE**

**Second Street Corporation, et al. v. Exceptional Innovation, Inc., et al.  
USDC, Central District of California – Case No. 2:16-cv-05889-PSG(ASx)**

**STATE OF CALIFORNIA, COUNTY OF LOS ANGELES**

At the time of service, I was over 18 years of age and not a party to this action. I am employed in the County of Los Angeles, State of California. My business address is 2121 Avenue of the Stars, Suite 2800, Los Angeles, CA 90067.

On April 20, 2017, I served true copies of the following document(s) described as **STIPULATED PROTECTIVE ORDER** on the interested parties in this action as follows:

**SEE ATTACHED SERVICE LIST**

**BY CM/ECF NOTICE OF ELECTRONIC FILING:** I electronically filed the document(s) with the Clerk of the Court by using the CM/ECF system. Participants in the case who are registered CM/ECF users will be served by the CM/ECF system. Participants in the case who are not registered CM/ECF users will be served by mail or by other means permitted by the court rules.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct and that I am employed in the office of a member of the bar of this Court at whose direction the service was made.

Executed on April 20, 2017, at Los Angeles, California.

*/s/ Lynne Burns*

\_\_\_\_\_  
Lynne Burns

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**SERVICE LIST**

***Second Street Corporation, et al. v. Exceptional Innovation, Inc., et al.***  
**USDC, Central District of California – Case No. 2:16-cv-05889-PSG(ASx)**

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