

LEWIS BRISBOIS BISGAARD & SMITH LLP

TREVOR J. INGOLD, SB# 193227

E-Mail: Trevor.Ingold@lewisbrisbois.com

WENDY S. DOWSE, SB# 261224

E-Mail: Wendy.Dowse@lewisbrisbois.com

ALEX FARZAN, SB# 312771

E-Mail: Alex.Farzan@lewisbrisbois.com633 West 5th Street, Suite 4000

Los Angeles, California 90071

Telephone: 213.250.1800

Facsimile: 213.250.7900

Attorneys for Defendant

LG CHEM AMERICA, INC.

UNITED STATES DISTRICT COURT

CENTRAL DISTRICT OF CALIFORNIA, SOUTHERN DIVISION

ALVIN MACIAS, an individual,,

Plaintiff,

vs.

LG CHEM, LTD., a Korean corporation
doing business in California; LG
CHEM AMERICA, INC., a Delaware
Corporation; SHENZHEN
BRILLIPOWER TECHNOLOGY CO.,
LTD., a business organization, form
unknown, doing business in California
and DOES 1 through 100, Inclusive,

Defendants.

Case No. 8:20-cv-02416 DOC (ADSx)

**STIPULATED PROTECTIVE
ORDER**

The Honorable David O. Carter

Trial Date: None Set

CONFIDENTIALITY AND PROTECTIVE ORDER

Plaintiff and LGCAI (hereinafter the “Parties”) agree that discovery in this
matter may call for the production of materials containing confidential and

1 proprietary business, research, development and/or other commercially or personally
2 sensitive information and that the party producing such materials has a protected
3 proprietary and property interest in those materials.

4 The Court, therefore, orders as follows:

5 **CONFIDENTIAL DISCOVERY MATERIALS**

6 1. Scope and Definitions. The terms of this Order as set forth below shall
7 apply to all documents produced in the course of discovery, all responses to
8 discovery requests, all deposition testimony and deposition exhibits, and any other
9 materials which may be subject to discovery (hereinafter collectively “Discovery
10 Material”). In this Confidentiality and Protective Order, the words set forth below
11 shall have the following meanings:

12 a. “Confidential Discovery Material” means any document,
13 testimony, or other material that has been designated CONFIDENTIAL according to
14 the procedures outlined in Paragraph 2 below, including any deposition testimony
15 for which the Party’s time to designate has not yet expired as set forth in Paragraph
16 2.b. below, and where the document, testimony or other material has not lost its
17 Confidential status pursuant to Paragraph 8.c. below.

18 b. “Counsel of Record” means counsel of record for the Parties,
19 their respective law firms, and affiliated attorneys, paralegals, clerical, secretarial
20 and other support staff employed by such counsel.

21 c. “Document” means any writing, original or duplicate, whether in
22 hard copy or electronically maintained, that has been produced in this case.

23 d. “Litigation” means the above-referenced action, Alvin Macias v.
24 LG Chem, Ltd. et al., pending in the United States District Court, Central District of
25 California, Case No. 8:20-cv-02416-DOC.

26 e. “Party” or “Parties” means Plaintiff Alvin Macias and Defendant
27 LG Chem America, Inc., including all of their officers, directors, owners, members,
28 and employees.

1 2. Form and Timing for Designation of Discovery Materials as
2 CONFIDENTIAL.

3 a. Confidential Documents shall be so designated by placing or
4 affixing the word “CONFIDENTIAL” on the document in a manner which will not
5 interfere with the legibility of the document and which will permit complete
6 removal of the CONFIDENTIAL designation. Documents shall be designated
7 CONFIDENTIAL prior to, or contemporaneously with, the production or disclosure
8 of the documents. The need to review and designate discovery materials as
9 CONFIDENTIAL shall not delay, modify, or abridge the time limits set forth in the
10 Federal Rules of Civil Procedure and Civil Local Rule 79-5 for the production of
11 such documents in response to properly served requests for discovery.

12 b. Confidential Deposition Testimony. Portions of depositions may
13 be designated as CONFIDENTIAL on the record when the deposition is taken, or by
14 written designation served within 30 days after receipt of the official transcript.
15 Such designation shall be specific as to the portions to be protected. All deposition
16 testimony shall be treated as Confidential by all parties until 30 days after receipt of
17 the official transcript, in order to give each Party the opportunity to serve
18 Confidential designations.

19 c. No waiver by inadvertent or unintentional disclosure of
20 Confidential Documents without Confidential designation. Inadvertent or
21 unintentional production of documents without prior designation as
22 CONFIDENTIAL shall not be deemed a waiver, in whole or in part, of the right to
23 designate documents as CONFIDENTIAL as otherwise allowed by this Order. In
24 the event that any material that is subject to a CONFIDENTIAL designation is
25 inadvertently produced without such designation, the Party that inadvertently
26 produced the document shall give written notice of such inadvertent production
27 within twenty (20) days of discovery of the inadvertent production, together with a
28 further copy of the subject document designated as CONFIDENTIAL. Upon receipt

1 of such notice, the Party that received the inadvertently produced document shall
2 promptly destroy the inadvertently produced document and all copies thereof, and
3 notify the producing Party in writing of such destruction within ten (10) days of
4 receipt of written notice of the inadvertent production.

5 3. Discovery Materials Which May be Designated Confidential.

6 a. Any Party may designate documents, testimony, or other
7 discovery material as CONFIDENTIAL but only after review of the documents or
8 testimony by an attorney who has, in good faith, determined that the documents
9 contain information protected from disclosure by statute, sensitive personal
10 information, trade secrets, or confidential research, development, or commercial
11 information. The attorney who reviews the documents and designates them as
12 CONFIDENTIAL must be admitted to the Bar of at least one state but need not be
13 admitted to practice in the State of California, or the United States District Court,
14 Northern District of California, and need not apply for pro hac vice admission.

15 b. For information produced in some form other than paper or
16 electronic image on which a CONFIDENTIAL stamp can be affixed as set forth in
17 Paragraph 2.a., and for any other tangible items, including, without limitation,
18 compact discs or DVDs, the designating Party must affix in a prominent place on
19 the exterior of the container or containers in which the information or item is stored
20 the term "CONFIDENTIAL." If only portions of the information or item warrant
21 protection, the designating Party, to the extent practicable, shall identify the portions
22 designated CONFIDENTIAL.

23 c. Information or documents which are available in the public
24 sector may not be designated as CONFIDENTIAL.

25 4. Protection of Confidential Discovery Material.

26 a. General Protections. Material designated CONFIDENTIAL
27 under this Order shall not be used by the Parties or Counsel of Record for the parties
28 or any other third persons to whom such Discovery Material may be disclosed

1 pursuant to Paragraph 4.d. below, for any purposes whatsoever other than preparing
2 for and conducting the Litigation in which the documents were disclosed.

3 b. Acknowledgment of Understanding and Agreement to Be
4 Bound. The Parties, by and through their Counsel of Record, shall be required to
5 execute and file with the Court an Acknowledgment of Understanding and
6 Agreement to be Bound in the form set forth as Attachment A before disclosure of
7 Confidential Discovery Material may be made to such Party.

8 c. Additional Parties Joining Lawsuit. If additional parties join this
9 lawsuit, they must not be given access to any Confidential Discovery Material
10 unless and until they execute and file with the Court their Acknowledgment of
11 Understanding and Agreement to be Bound by this Order, in the form set forth as
12 Attachment “A”.

13 d. Limited Disclosure of Confidential Discovery Materials for
14 Purposes of the Litigation. The Parties and Counsel of Record for the Parties shall
15 not disclose or permit the disclosure of any Confidential Discovery Material under
16 the terms of this Order to any other person or entity except as set forth herein below,
17 and then only after the person to whom disclosure is to be made has executed an
18 Acknowledgement of Understanding and Agreement to be Bound by the terms of
19 this Order (in the form set forth at Attachment “A” hereto), that he or she has read
20 and understands the terms of this Order and is bound by it. For third parties to
21 whom disclosure may be made under subsections (1)-(6) below, the third party’s
22 Acknowledgment form need not be filed with the Court or shared with other Parties,
23 but shall be maintained by Counsel of Record for the Party making the disclosure
24 for the duration of the Litigation. Subject to these requirements, the following
25 categories of persons may be allowed to review documents which have been
26 designated CONFIDENTIAL pursuant to this Order:

27 (1) interpreters retained by the Parties or their Counsel of
28 Record to assist in the preparation and trial of the Litigation ;

1 (2) any deposition witness who has not previously had access
2 to the Confidential Discovery Materials as a Party or officer, director, member,
3 owner or employee of a Party;

4 (3) outside consultants, investigators, or experts retained by
5 the Parties or their Counsel of Record to assist in the preparation and trial of the
6 Litigation;

7 (4) commercial copy vendors, graphics, translation or design
8 services vendors retained by the Parties or their Counsel of Record to assist in the
9 preparation and trial of the Litigation;

10 (5) mock jury participants retained by the Parties or their
11 Counsel of Record to assist in the preparation and trial of the Litigation; and

12 (6) other persons only upon prior written consent of the Party
13 that produced the Confidential information to be disclosed.

14 In addition, limited disclosure may be made to court reporters, recorders and
15 videographers engaged for depositions to the extent the deposition exhibits or
16 testimony may include CONFIDENTIAL information. Such court reporters,
17 recorders and videographers shall not be required to execute Attachment "A."

18 e. Prohibition on Using or Sharing for Purposes of Other Litigation.
19 The general protections herein and limitations on disclosure to third parties
20 contained herein expressly preclude the Plaintiff or his Counsel of Record, absent
21 approval from the Court as described below, from (1) sharing Confidential
22 Discovery Materials produced in the Litigation with non-parties, including other
23 counsel involved in other litigation with any defendant, and (2) using such
24 Confidential Discovery Materials for purposes other than the Litigation.

25 f. Control of Documents. Counsel for the parties shall take
26 reasonable efforts to prevent unauthorized disclosure of documents designated as
27 CONFIDENTIAL pursuant to the terms of this Order. Counsel of Record shall
28 maintain a record of those persons, including employees of counsel, who have

1 reviewed or been given access to the Confidential Discovery Material along with the
2 originals of the Acknowledgement of Understanding and Agreement to be Bound
3 forms signed by those persons acknowledging their obligations under this Order.
4 Confidential Discovery Materials must be stored and maintained by the receiving
5 Party at a location and in a secure manner that ensures that access is limited to the
6 persons authorized under this Order. Parties receiving Confidential Discovery
7 Material shall exercise the same care with regard to the storage, custody, or use of
8 such Confidential Discovery Material as they would apply to their own material of
9 the same or comparable confidentiality and sensitivity.

10 g. Copies. All copies, duplicates, extracts, summaries or
11 descriptions (hereinafter referred to collectively as “copies”), of documents
12 designated as CONFIDENTIAL under this Order or any portion of such a
13 document, shall be immediately affixed with the designation “CONFIDENTIAL” if
14 the word does not already appear on the copy. All such copies shall be afforded the
15 full protection of this Order.

16 5. Confidential Information Subpoenaed in Other Litigation. If a Party is
17 served with a subpoena or order issued in other litigation that would compel
18 disclosure of any Confidential Discovery Material produced in this Litigation, the
19 receiving Party must so notify the designating Party, in writing, immediately and in
20 no event more than five (5) business days after receiving the subpoena or order.
21 Such notification must include a copy of the subpoena or court order. The receiving
22 Party also must immediately inform in writing the party who caused the subpoena or
23 order to issue in the other litigation that some or all of the material covered by the
24 subpoena or order is the subject of this Order. In addition, the receiving Party must
25 deliver a copy of this Order promptly to the party in the other action that caused the
26 subpoena to issue. The purpose of imposing these duties is to alert the interested
27 persons to the existence of this Order and to afford the designating Party in this case
28 an opportunity to protect its Confidential documents or other information in the

1 court from which the subpoena or order issued. The designating Party shall bear the
2 burden and the expense of seeking protection in that court of its Confidential
3 documents or other information, and nothing in these provisions should be construed
4 as authorizing or encouraging a receiving Party in this action to disobey a lawful
5 directive from another court. The obligations set forth in this paragraph remain in
6 effect while a receiving Party has Confidential Discovery Material in its possession,
7 custody, or control.

8 6. Filing of Confidential Materials. In the event a Party seeks to file any
9 material that is subject to protection under this Order with the Court in the
10 Litigation, that Party shall take appropriate action to insure that the documents,
11 deposition testimony and other information receive proper protection from public
12 disclosure including: (1) filing a redacted document with the consent of the Party
13 who designated the information contained therein as CONFIDENTIAL; (2) where
14 appropriate (e.g. in relation to discovery and evidentiary motions), submitting any
15 documents containing information designated CONFIDENTIAL solely for in
16 camera review; or (3) where the preceding measures are not adequate, seeking
17 permission to file the document under seal pursuant to the procedural steps set forth
18 in the Federal Rules of Civil Procedure, or such other rule or procedure as may
19 apply. Absent extraordinary circumstances making prior consultation impractical or
20 inappropriate, the Party seeking to submit the document to the Court shall first
21 consult with counsel for the Party who designated the document CONFIDENTIAL
22 to determine if some measure less restrictive than filing the document under seal
23 may serve to provide adequate protection. This duty exists irrespective of the duty
24 to consult on the underlying motion. Nothing in this Order shall be construed as a
25 prior directive to the Clerk of Court to allow any document to be filed under seal.
26 The parties understand that documents may be filed under seal only with the
27 permission of the court after proper motion pursuant to the Federal Rules of Civil
28 Procedure and Civil Local Rule 79-5.

1 7. Greater Protection of Specific Documents. Nothing in this
2 Confidentiality and Protective Order shall be construed to preclude any Party from
3 asserting in good faith that certain Confidential Materials require additional
4 protection above what is provided for in this Order. The Parties shall meet and
5 confer in an attempt to agree upon the terms of such additional protection before
6 seeking additional protection from the Court.

7 8. Challenges to Designation as Confidential. Any CONFIDENTIAL
8 designation is subject to challenge. In order to ensure the Parties' ability to properly
9 review and challenge CONFIDENTIAL designations, the Parties shall produce all
10 documents in a legible format. The following procedures shall apply to any such
11 challenge.

12 a. The burden of proving the necessity of a CONFIDENTIAL
13 designation remains with the Party asserting confidentiality.

14 b. A Party who contends that documents designated
15 CONFIDENTIAL are not entitled to confidential treatment shall give written notice
16 to the Party who affixed the designation of the specific basis for the challenge. The
17 Party who so designated the documents shall have fifteen (15) days from service of
18 the written notice to determine if the dispute can be resolved without judicial
19 intervention and, if not, to move for an Order confirming the Confidential
20 designation.

21 c. Notwithstanding any challenge to the designation of Discovery
22 Materials as Confidential, all material previously designated CONFIDENTIAL shall
23 continue to be treated as subject to the full protections of this Order until one of the
24 following occurs:

25 (1) the Party who claims that the Discovery Materials are
26 Confidential withdraws such designation in writing; or

27 (2) the Court rules that the documents should no longer be
28 designated as confidential information.

1 d. Challenges to the confidentiality of documents may be made at
2 any time and are not waived by the failure to raise the challenge at the time of initial
3 disclosure or designation.

4 9. Inadvertent Disclosure of Privileged Materials. If a Party discovers
5 through any means that it has inadvertently produced documents or other
6 information that is subject to a good faith claim of privilege, that Party may provide
7 written notice to the receiving Party that the document or information was
8 inadvertently produced. This written notice shall be deemed to comply with that
9 Party's obligation to take reasonable steps to rectify disclosure. If a Party receives a
10 notice of inadvertent production, or if documents reasonably appear to have been
11 inadvertently produced, the receiving Party shall refrain from reading the document
12 and promptly return to the producing Party the inadvertently produced document(s)
13 or information (and all copies thereof) within its possession, custody, or control as
14 to which the claim of inadvertent production has been made. In addition, the
15 receiving Party shall destroy all notes or work product reflecting the contents of
16 such document(s) or information and shall not use such document(s), or the
17 information contained therein, for any purpose in this proceeding or in any other
18 proceeding. To the extent there is a conflict of law regarding the receiving Party's
19 obligation to return or destroy privileged documents, the law most favorable to the
20 inadvertent producing Party shall apply. If documents or other information subject
21 to a claim of privilege or protection from disclosure on the basis of the attorney-
22 client privilege, work-product doctrine, common-interest privilege, or on the basis
23 that it was prepared in anticipation of litigation, or on any other ground of privilege
24 is inadvertently produced by a Party, such production shall in no way prejudice or
25 otherwise constitute a waiver of, or estoppel as to, any claim that the document or
26 information is privileged or otherwise protected from disclosure in this case or in
27 any other state or federal proceeding; and the receiving Party may not argue that the
28 Party producing the document or information failed to take reasonable steps to

1 prevent production of the document or information in support of an argument that
2 any privilege has been waived. Nothing contained herein is intended or shall serve
3 to limit a Party's right to conduct a review of documents for relevance,
4 responsiveness, and/or segregation of privileged or protected information before
5 production.

6 10. Treatment of Confidential Discovery Material on Conclusion of
7 Litigation.

8 a. Order Remains in Effect. All provisions of this Order restricting
9 the use of Confidential Discovery Material shall continue to be binding after the
10 conclusion of the Litigation unless otherwise stipulated and agreed in writing by all
11 Parties, or as Ordered by the Court.

12 b. Destruction or Return of Confidential Documents. Within thirty
13 (30) days after the conclusion of the Litigation, whether by judgment, settlement, or
14 dismissal, including conclusion of any appeal, all Discovery Material designated as
15 Confidential under this Order, including transcripts of deposition testimony and
16 copies of documents as defined above (¶4.g.) shall be returned to the producing
17 Party or destroyed, at the election of the receiving Party. If electing to destroy the
18 Confidential Discovery Material, the receiving Party shall notify the producing
19 Party in writing within ten (10) days that the material has been destroyed.

20 11. Order Subject to Modification. This Order shall be subject to
21 modification on motion of any Party or any other person who may show an adequate
22 interest in the matter to intervene for purposes of addressing the scope and terms of
23 this Order. The Order shall not, however, be modified until the Parties shall have
24 been given notice and an opportunity to be heard on the proposed modification.

25 12. No Judicial Determination. This Order is entered for the purpose of
26 facilitating discovery. Nothing herein shall be construed or presented as a judicial
27 determination that any specific document or item of information designated as
28 Confidential by counsel is subject to protection under the Federal Rules of Civil

1 Procedure or Local Rules of the United States District Court, Northern District of
2 California, or otherwise until such time as a document-specific ruling shall have
3 been made.

4 13. Persons Bound. This Order shall take effect when entered and shall be
5 binding upon all Parties, their Counsel of Record, and any other Person to whom
6 Confidential Discovery Materials may be disclosed pursuant to Paragraph 4 above.

7 **NO WAIVER OF LG CHEM AMERICA, INC.'S MOTION TO DISMISS**
8 **PLAINTIFF'S COMPLAINT FOR LACK OF PERSONAL JURISDICTION**

9 This Order shall not and does not waive LGCAI's motion to dismiss
10 Plaintiff's complaint for lack of personal jurisdiction, or LGCAI's right to challenge
11 personal jurisdiction herein.

12
13 DATED: March 10, 2021

TREVOR J. INGOLD
WENDY S. DOWSE
ALEX FARZAN
LEWIS BRISBOIS BISGAARD & SMITH LLP

14
15
16
17
18 By: 

ALEX FARZAN
Attorneys for Defendant LG CHEM
AMERICA, INC.

19
20
21
22 DATED: March ___, 2021

VICTOR OTTEN
KAVITA TEKCHANDANI
OTTEN LAW, PC

23
24
25
26 By: _____

Kavita Tekchandani
Attorneys for Plaintiff ALVIN MACIAS

1 Procedure or Local Rules of the United States District Court, Northern District of
2 California, or otherwise until such time as a document-specific ruling shall have
3 been made.

4 13. Persons Bound. This Order shall take effect when entered and shall be
5 binding upon all Parties, their Counsel of Record, and any other Person to whom
6 Confidential Discovery Materials may be disclosed pursuant to Paragraph 4 above.

7 **NO WAIVER OF LG CHEM AMERICA, INC.'S MOTION TO DISMISS**
8 **PLAINTIFF'S COMPLAINT FOR LACK OF PERSONAL JURISDICTION**

9 This Order shall not and does not waive LGCAI's motion to dismiss
10 Plaintiff's complaint for lack of personal jurisdiction, or LGCAI's right to challenge
11 personal jurisdiction herein.

12
13 DATED: March __, 2021

TREVOR J. INGOLD
WENDY S. DOWSE
ALEX FARZAN
LEWIS BRISBOIS BISGAARD & SMITH LLP

14
15
16
17
18 By: _____

ALEX FARZAN
Attorneys for Defendant LG CHEM
AMERICA, INC.

19
20
21
22 DATED: March 9, 2021

VICTOR OTTEN
KAVITA TEKCHANDANI
OTTEN LAW, PC

23
24
25
26 By: _____


Kavita Tekchandani
Attorneys for Plaintiff ALVIN MACIAS

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

PURSUANT TO STIPULATION, IT IS SO ORDERED.

DATED: March 11, 2021 /s/ Autumn D. Spaeth
United States Magistrate Judge

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

ATTACHMENT "A"

The undersigned hereby acknowledges that he or she has read the Confidentiality Order dated _____, in the above captioned action, understands the terms thereof, and agrees to be bound by such terms. The undersigned understands that the terms of said Order obligate him/her to use discovery materials designated CONFIDENTIAL solely for the purposes of the above-captioned action, and not to disclose any such confidential information to any other person, firm or concern.

The undersigned acknowledges that violation of the Stipulated Confidentiality Order may result in penalties for contempt of court.

Name: _____
Job Title: _____
Employer: _____
Business Address: _____

Date: _____ Signature _____

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

CERTIFICATE OF SERVICE

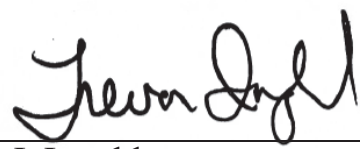
I hereby certify that on this 10th day of March, 2021, I electronically filed the foregoing **STIPULATED PROTECTIVE ORDER** with the Clerk of the Court using the CM/ECF system which will send notification of such filing to the following:

Victor Otten, Esq.
Kavita Tekchandani, Esq.
OTTEN LAW, PC
5857 Pine Avenue, Suite B
Chino Hills, CA 91709

Attorneys for Plaintiff ALVIN MACIAS

T: (310) 378-8533
F: (310) 347-4225
Email: vic@ottenlawpc.com
Email: kavita@ottenlawpc.com

I also certify the document and a copy of the Notice of Electronic Filing was served via on the following non-CM/ECF participants:



Trevor J. Ingold
Attorneys for Defendant LG CHEM
AMERICA, INC.