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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

In re Toyota Motor Corporation
Securities Litigation

Master File No. CV-10-0922 DSF (AJWx)

**ORDER RE: JOINT STIPULATION
FOR PROTECTIVE ORDER RE
CONFIDENTIAL AND HIGHLY
CONFIDENTIAL INFORMATION**

DISCOVERY MATTER

Hon. Andrew J. Wistrich

1 WHEREAS, to facilitate the production and receipt of information during
2 discovery in the above-captioned litigation (“the Litigation”), the parties agree
3 and stipulate, through their respective counsel, to the entry of the following
4 Protective Order for the protection of Confidential and Highly Confidential Materials
5 (as defined herein) that may be produced or otherwise disclosed during the
6 course of this Litigation by any party or non-party. The Court has been fully advised
7 in the premises and has found good cause for its entry.

8 Accordingly, IT IS HEREBY ORDERED that the terms and conditions
9 of this Protective Order shall govern the handling of discovery materials in the
10 Litigation:

11 **1. Applicability of Order:** This Order does not and will not govern any
12 trial proceedings in this Litigation, but will otherwise be applicable to and govern
13 the handling of documents, depositions, deposition transcripts, deposition exhibits,
14 interrogatory responses, responses to requests for admissions, responses to
15 requests for production of documents, and all other discovery obtained pursuant to
16 the Federal Rules of Civil Procedure by or from a party in connection with the
17 Litigation (this information hereinafter referred to as “Discovery Material”). As used
18 herein, “Producing Party” or “Disclosing Party” shall refer to the parties to this
19 Litigation that give testimony or produce documents or other information, and
20 “Receiving Party” shall refer to the parties to this Litigation that receive such
21 information.

22 **2. Designation of Material:** Any Producing Party may designate
23 Discovery Material that is in their possession, custody or control to be produced to a
24 Receiving Party as “Confidential” or “Highly Confidential” under the terms of this
25 Order if the Producing Party in good faith reasonably believes that such Discovery
26 Material contains non-public, confidential material as defined in paragraphs 4 and
27 5 below, (hereinafter “Confidential Material” or “Highly Confidential Material”).
28

1 **3. Exercise of Restraint and Care in Designating Material for**
2 **Protection.** Each Party or Non-Party that designates information or items for
3 protection under this Order must take care to limit any such designation to specific
4 material that qualifies under the appropriate standards. Mass, indiscriminate, or
5 routinized designations are prohibited.

6 **4. Confidential Material:** For purposes of this Order, Confidential
7 Material is any information that a party believes in good faith to be confidential or
8 sensitive information, including, but not limited to, trade secrets, research, design,
9 development, financial, technical, marketing, planning, personal, or commercial
10 information, as such terms are used in Rule 26(c)(1)(G) of the Federal Rules of Civil
11 Procedure and any applicable case law interpreting Rule 26(c)(1)(G) or the former
12 Rule 26(c)(7).

13 **5. Highly Confidential Material:** For purposes of this Order, Highly
14 Confidential Material is any Protected Data (defined below) and/or Confidential
15 Material as defined in paragraph 4 which also includes non-public product design
16 and testing information or extremely sensitive, highly confidential, non-public
17 information, consisting either of trade secrets or proprietary or other highly
18 confidential business, financial, regulatory, or strategic information (including, but
19 not limited to, information regarding business plans, technical data, and non-
20 public designs), the disclosure of which would create a substantial risk of
21 competitive or business injury to the Producing Party. Certain Protected Data may
22 compel alternative or additional protections beyond those afforded Highly
23 Confidential Material, in which event the parties shall meet and confer in good
24 faith, and, if unsuccessful, shall move the Court for appropriate relief.
25 Notwithstanding the foregoing, this Order shall not apply to Toyota computer
26 source code and related materials, or other extraordinarily sensitive materials
27 requiring special protection, which if relevant to and sought in this litigation shall
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1 be subject to additional forms of protection pursuant to further order of this Court
2 following a meet and confer of the parties.

3 a. **Protected Data:** Protected Data shall refer to any information,
4 including but not limited to personally identifiable information that a party
5 believes in good faith to be subject to federal, state or foreign data protection
6 laws, data privacy laws or other privacy obligations. Protected Data
7 constitutes highly sensitive materials requiring special protection. Examples of
8 such data protection laws include but are not limited to The Gramm-Leach-
9 Bliley Act, 15 U.S.C. § 6801 *et seq.* (financial information); The Health
10 Insurance Portability and Accountability Act, 45 CFR Part 160 and Subparts A
11 and E of Part 164 (medical information); Directive 95/46/EC of the European
12 Parliament and of the Council of 24 October 1995 on the Protection of
13 Individuals with Regard to the Processing of Personal Data and on the Free
14 Movement of Such Data, 1995 O.J. (L281/31) (European Union personal
15 information); Data Protection Act 1998 (c. 29) (United Kingdom personal
16 information); Federal Data Protection Act (Germany personal information); the
17 Belgian Law of December 8, 1992 on Privacy Protection in relation to the
18 Processing of Personal Data (Belgium personal information); Personal
19 Information Protection and Electronic Documents Act (PIPEDA), S.C. 2000, c.
20 5 (Canada personal information); The Federal Law on Protection of Personal
21 Data held by Private Parties (published July 5, 2010) (Mexico personal
22 information); and The Personal Information Protection Act (Law No. 57 of
23 2003) (Japan personal information).

24 **6. Designating Confidential Material or Highly Confidential**
25 **Material:** The designation of Discovery Material as Confidential Material or
26 Highly Confidential Material for purposes of this Order shall be made in the
27 following manner:
28

1 **a. Documents:** In the case of documents or other materials (apart from
2 depositions or other pre-trial testimony), designation shall be made by affixing
3 the legend “Confidential” or “Highly Confidential” to each page containing any
4 Confidential or Highly Confidential Material, respectively.

5 **b. Deposition and Other Proceedings:** In the case of depositions or other pre-
6 trial testimony, designation of the portion of the transcript (including exhibits)
7 which contains Confidential Material or Highly Confidential Material shall be
8 made (subject to paragraph 7, below) (i) by a statement to such effect on the record
9 during the proceeding in which the testimony is received, or (ii) by written notice
10 served on counsel of record in this Litigation within thirty (30) business days after
11 the receipt of the draft transcript of such proceeding. However, before such thirty
12 (30) day period expires, all testimony, exhibits and transcripts of depositions or
13 other testimony shall be treated as Highly Confidential Material. All portions of
14 deposition transcripts not designated Confidential Material or Highly Confidential
15 Material as provided in paragraphs 4 and 5 shall be deemed not confidential.

16 **c. Non-Written Materials:** Any non-written Confidential Material or Highly
17 Confidential Material (e.g., videotape, audio tape, computer disk, etc.) may be
18 designated as such by labeling the outside of such non-written material designated
19 as “Confidential” or “Highly Confidential.” In the event a Receiving Party
20 generates any “hard copy” transcription or printout from any such designated non-
21 written materials, the person who generates such “hard copy” transcription shall
22 take reasonable steps to maintain the confidentiality of such materials.

23 **7. Inadvertent Disclosure:** The inadvertent failure to designate Discovery
24 Material as Confidential or Highly Confidential does not constitute a waiver of such
25 claim and may be remedied by prompt supplemental written notice upon discovery of
26 the inadvertent disclosure, with the effect that such Discovery Material will be
27 subject to the protections of this Order. The Receiving Party shall exercise good
28 faith efforts to ensure that copies it makes of Discovery Material produced to it, and

1 copies made by others who obtained such Discovery Material directly or
2 indirectly from the Receiving Party, include the appropriate confidentiality legend, to
3 the same extent that the Discovery Material has been marked with the appropriate
4 confidentiality legend by the Producing Party.

5 **8. Notes of Confidential Material or Highly Confidential Material:**

6 Any notes, lists, memoranda, indices, compilations prepared or based on an
7 examination of Confidential Material or Highly Confidential Material, that quote
8 from or paraphrase, Confidential Material or Highly Confidential Material with such
9 specificity that the Confidential Material or Highly Confidential Material can be
10 identified, or by reasonable logical extension can be identified, shall be accorded the
11 same status of confidentiality as the underlying Confidential Material or Highly
12 Confidential Material from which they are made and shall be subject to all of the
13 terms of this Protective Order.

14 **9. Notice To Non-Parties:** Any Party issuing a subpoena to a non-

15 party shall enclose a copy of this Protective Order with a request that, within ten
16 (10) business days, the non-party either request the protection of this Protective Order
17 or notify the issuing party that the non-party does not need the protection of this
18 Protective Order or wishes to seek different protection.

19 **10. Persons Authorized To Receive Confidential Material:**

20 Discovery Material designated “Confidential” may be disclosed, summarized,
21 described, characterized or otherwise communicated or made available in whole or
22 in part only to the following persons:

- 23 a. The Court, persons employed by the Court who are necessary for the
24 handling of the Litigation, and court reporters transcribing the testimony or
25 argument at a hearing, trial or deposition in this Litigation or any appeal there
26 from;

1 b. Counsel of record in this Litigation, as well as paralegals, technical,
2 administrative and clerical employees working under the direct supervision of
3 such counsel;

4 c. Subject to paragraph 12 hereof, experts or consultants assisting any
5 counsel of record in this Litigation, provided such experts and consultants have
6 signed the “Agreement Concerning Information Covered by Protective Order”
7 attached hereto as Exhibit A;

8 d. Individual named plaintiffs who have a need to know such information
9 for purposes of this Litigation and who have signed the “Agreement Concerning
10 Information Covered by Protective Order” attached hereto as Exhibit A;

11 e. Officers, directors or employees of parties who have a need to know such
12 information for purposes of this Litigation and who have signed the “Agreement
13 Concerning Information Covered by Protective Order” attached hereto as
14 Exhibit A;

15 f. Graphics, translation, or design services retained by counsel of record in
16 this Litigation for purposes of this Litigation, provided such services have
17 signed the “Agreement Concerning Information Covered by Protective Order”
18 attached hereto as Exhibit A. A signature by an authorized representative of the
19 company who confirms that he or she has appropriately advised the relevant
20 employees of the confidentiality obligations in this order and taken reasonable
21 steps to comply thereto shall be sufficient;

22 g. Commercial copy and e-discovery vendors retained by counsel of record
23 in this Litigation for purposes of this Litigation, provided such vendors have
24 signed the “Agreement Concerning Information Covered by Protective Order”
25 attached hereto as Exhibit A. A signature by an authorized representative of the
26 company who confirms that he or she has appropriately advised the relevant
27 employees of the confidentiality obligations in this order and taken reasonable
28 steps to comply thereto shall be sufficient;

1 h. During their depositions, witnesses in the Litigation who agree on the
2 record to maintain the confidentiality of relevant documents or information
3 shown to them or who have signed the “Agreement Concerning Information
4 Covered by Protective Order” attached hereto as Exhibit A (except that persons
5 described in sub-paragraph (i) below do not need to sign Exhibit A to be shown
6 Confidential Material in their depositions);

7 i. Any person indicated by a document marked as Confidential Material to
8 be an author, addressee, or copy recipient of the Confidential Material, or as to
9 whom there has been testimony, whether at deposition or trial, or by declaration
10 or affidavit, that the person was the author or recipient of the Confidential
11 Material; and

12 j. Any other person, only upon order of the Court or upon stipulation of the
13 Producing Party who has signed the “Agreement Concerning Information
14 Covered by Protective Order” attached hereto as Exhibit A.

15 **11. Persons Authorized To Receive Highly Confidential Material:**

16 Except as specifically provided for in this or subsequent Court orders, Highly
17 Confidential Material or its contents shall not be disclosed, summarized, described, or
18 otherwise communicated or made available in whole or in part to any person or entity,
19 directly or indirectly, other than the following:

20 a. The Court, persons employed by the Court who are necessary for the
21 handling of the Litigation, and court reporters transcribing the testimony or
22 argument at a hearing, trial or deposition in this Litigation or any appeal there
23 from;

24 b. Counsel of record in this Litigation, as well as paralegals, technical,
25 administrative and clerical employees working under the direct supervision of
26 such counsel, provided each has signed the “Agreement Concerning
27 Information Covered by Protective Order” attached hereto as Exhibit A;

28

1 c. Subject to paragraph 12 hereof, experts or consultants necessary to assist
2 counsel of record in this Litigation, provided such experts and consultants have
3 signed the “Agreement Concerning Information Covered by Protective Order”
4 attached hereto as Exhibit A;

5 d. Graphics, translation, or design services retained by counsel of record in
6 this Litigation for purposes of preparing demonstrative or other exhibits,
7 provided such services have signed the “Agreement Concerning Information
8 Covered by Protective Order” attached hereto as Exhibit A;

9 e. Commercial copy and e-discovery vendors retained by counsel of record
10 in this Litigation for purposes of this Litigation, provided such vendors have
11 signed the “Agreement Concerning Information Covered by Protective Order”
12 attached hereto as Exhibit A;

13 f. During their depositions, witnesses in the Litigation to whom disclosure
14 is reasonably necessary and who have signed the “Agreement Concerning
15 Information Covered by Protective Order” attached hereto as Exhibit A
16 (except that persons described in sub-paragraph (g) below do not need to sign
17 Exhibit A to be shown Highly Confidential Material in their depositions);

18 g. Any person indicated by a document marked Highly Confidential
19 Material to be an author, addressee, or copy recipient of the Highly
20 Confidential Material, or as to whom there has been testimony, whether at
21 deposition or trial or by declaration or affidavit, that the person was the author
22 or recipient of the Highly Confidential Material; and

23 h. Any other person, only upon order of the Court or upon stipulation of
24 the Producing Party, and who has signed the “Agreement Concerning
25 Information Covered by Protective Order” attached hereto as Exhibit A.

26 **12. Qualification of Outside Experts and Consultants:** Neither
27 Confidential nor Highly Confidential Material shall be disclosed to any outside
28 experts or consultants who are current employees of a direct competitor of any of the

1 Toyota entities named in the Litigation. With respect to outside experts or consultants
2 who, within one (1) year from the date of this Order, were employed by a direct
3 competitor of any of the Toyota entities named in the Litigation, Confidential and
4 Highly Confidential Material may be shared with those experts or consultants only
5 after counsel for the Toyota entities named as defendants in this Litigation are given
6 at least twenty (20) business days prior written notice of the identity of the expert
7 or consultant to whom such Confidential or Highly Confidential Material is to be
8 disclosed (including his or her name, address, current job title and the names of any
9 direct competitors by which he has been employed), are afforded an opportunity to
10 object to the disclosure of the Confidential or Highly Confidential Material, and a
11 resolution to any such objection has been reached. Notwithstanding
12 paragraphs 10(c) and 11(c), Confidential Material or Highly Confidential Material
13 may be provided to experts or consultants only for the purpose of aiding, assisting,
14 or allowing such expert or consultant to prepare a written opinion, to prepare to
15 testify, or to assist counsel for a party in this Litigation.

16 **13. Restriction on Disclosure in Actions Outside the United**
17 **States.** Neither Confidential nor Highly Confidential Material shall be disclosed,
18 shared, distributed, or otherwise provided in any manner to legal counsel in
19 pending or threatened litigation against any of the Toyota entities outside of the
20 United States through any other provision of this Protective Order, including but not
21 limited to paragraphs 10, 11, and 12, regardless of whether such legal counsel can
22 be classified as a consultant or affiliate of any US attorney of record in any legal
23 proceedings against any of the Toyota entities within the United States.

24 **14. Use of Discovery Material:** Discovery Material shall be used solely for
25 purposes of the Litigation, including any appeal and retrial. Any person or entity in
26 possession of Discovery Material designated Confidential or Highly Confidential
27 shall maintain those materials in accordance with Paragraph 27 below.
28

1 **15. Agreement Must Be Signed Prior To Disclosure.** Each person to
2 whom Confidential or Highly Confidential Material may be disclosed that is also
3 required to sign the “Agreement Concerning Information Covered by Protective
4 Order” (attached hereto as Exhibit A) pursuant to Paragraphs 10(c)-10(h), 10(j),
5 11(b)-11(f), and 11(h) shall do so prior to the time such Material is disclosed to him
6 or her.

7 **16. Exclusion of Individuals From Depositions:** Counsel for any
8 Producing Party shall have the right to exclude from depositions any person who is
9 not authorized by this Order to receive documents or information designated
10 Confidential or Highly Confidential, but only during periods of examination or
11 testimony directed to or comprising information that is Confidential or Highly
12 Confidential.

13 **17. Storage Of Confidential Material or Highly Confidential Material:**
14 The recipient of any Confidential Material or Highly Confidential Material that is
15 provided under this Protective Order shall maintain such information in a reasonably
16 secure and safe manner that ensures that access is limited to the persons authorized
17 under this Order.

18 **18. Filing of Confidential Material or Highly Confidential Material:**
19 Without written permission from the Producing Party or a court order, a party may
20 not file in the public record in this Litigation any Confidential Material or Highly
21 Confidential Material. The parties shall comply with Local Rule 79-5 when seeking
22 to file Confidential Material or Highly Confidential Material under seal.

23 The party desiring to place any Confidential Material or Highly Confidential
24 Material before the Court shall lodge the information in a sealed envelope along with
25 an application to file the papers or the portion thereof containing Confidential Material
26 or Highly Confidential Material under seal and a copy of a proposed order sealing
27 documents. Said envelope shall be endorsed with the title of the Litigation, an
28 indication of the nature of the contents of such sealed envelope, the identity of the

1 party filing the materials, the phrase “Confidential Material” or “Highly Confidential
2 Material,” and a statement substantially in the following form:

3 THIS ENVELOPE CONTAINS MATERIALS SUBJECT TO
4 A PROTECTIVE ORDER ENTERED IN THIS LITIGATION. IT IS
5 NOT TO BE OPENED NOR ARE ITS CONTENTS TO BE
6 DISPLAYED, REVEALED, OR MADE PUBLIC, EXCEPT BY
7 ORDER OF THE COURT. UNLESS THE COURT ORDERS THAT IT
8 NOT BE FILED, IT SHALL BE FILED UNDER SEAL.

9 Additionally, within seven (7) business days from the date that the papers (or portions
10 thereof) were filed under seal consistent with the above procedures, the party who
11 filed the papers under seal also shall file in the public record a version of the papers
12 that has been redacted to omit the Confidential Material or Highly Confidential
13 Material (or any references thereto).

14 The parties shall also comply with Local Rule 79-5.4 with respect to the
15 appropriate treatment of personal identifier information in connection with any
16 filing with the Court.

17 **19. No Prejudice:** Agreeing to be bound by this Protective Order,
18 agreeing to and/or producing or receiving Confidential Material or Highly
19 Confidential Material or otherwise complying with the terms of this Order shall not:

- 20 a. Prejudice in any way the rights of the parties to object to the production
21 of documents they consider not subject to discovery, or operate as an
22 admission by any party that the restrictions and procedures set forth
23 herein constitute adequate protection for any particular information
24 deemed by any party to be Confidential Material or Highly Confidential
25 Material;
- 26 b. Prejudice in any way the rights of any party to object to the authenticity
27 or admissibility into evidence of any document, testimony or other
28 evidence subject to this Order;

- 1 c. Prejudice in any way the rights of a party to seek a determination by the
2 Court whether any Confidential Material or Highly Confidential
3 Material should be subject to the terms of this Order;
4 d. Prejudice in any way the rights of a party to petition the Court for a
5 protective order relating to any purportedly confidential information; or
6 e. Prevent a Disclosing Party from authorizing disclosure of its own
7 Confidential Material or Highly Confidential Material to any party.

8 **20. Challenging Designation of Materials:** A party shall not be
9 obligated to challenge the propriety of a Confidential Material or Highly Confidential
10 Material designation at the time made, and failure to do so shall not preclude a
11 subsequent challenge thereto during the pendency of this Litigation.

- 12 a. **Challenge:** The Receiving Party may challenge the propriety of a
13 Confidential Material or Highly Confidential Material designation by
14 providing to Producing Party a writing which briefly: (i) identifies with
15 reasonable particularity the documents and/or information which are the
16 subject of the challenge; and (ii) describes the basic legal or factual
17 grounds for the challenge.
- 18 b. **Meet and Confer and Motion:** Once a challenge is made, the
19 Producing Party will bear the burden of initiating and conducting a
20 sufficient meet and confer (per Local Rule 37-1). A Party that elects to
21 press a challenge to a confidentiality designation after considering the
22 justification offered by the Producing Party may file and serve a motion
23 that identifies the challenged material and sets forth in detail the basis for
24 the challenge. Such motion must be accompanied by a written joint
25 stipulation prepared in accordance with the procedures set forth in Local
26 Rules 37-2, 37-2.1, and 37-2.2. Until the court rules on the challenge, all
27 parties shall continue to afford the material in question the level of
28 protection to which it is entitled under the Producing Party's designation.

1 The Receiving Party must make de-designation requests in good faith.
2 Mass, indiscriminate, or routinized requests for de-designation are
3 prohibited.

- 4 c. **Status of Challenged Designation Pending Judicial Determination:**
5 Until the court rules on the timely filed Motion for Protective Order, all
6 parties shall continue to afford the material in question the level of
7 protection to which it is entitled under the Producing Party's
8 designation.

9 **21. No Application to Public or Otherwise Available Information:** This
10 Order shall not limit or restrict a Receiving Party's use of information that the
11 Receiving Party can demonstrate: (i) was lawfully in the Receiving Party's possession
12 prior to such information being designated as protected material in the Litigation and
13 that the Receiving Party is not otherwise obligated to treat as confidential; (ii) was
14 obtained from a third party having the right to disclose such information to the
15 Receiving Party without restriction or obligation of confidentiality; or (iii) has been
16 published to the general public. If the Receiving Party believes that the Disclosing
17 Party has designated information that is covered by any of the preceding categories as
18 Confidential Material or Highly Confidential Material, the Receiving Party shall
19 challenge the propriety of such designation using the procedure outlined in paragraph
20 20 above. Any challenged designation remains in force until the propriety of such
21 designation has been decided as outlined above.

22 **22. No Waiver of Privilege Based on Disclosure:** Pursuant to Federal Rule
23 of Evidence 502(d), Federal Rule of Civil Procedure 26(b)(5)(B), and the applicable
24 rules of professional responsibility, disclosure (including production) of information
25 that a Party or non-party later claims should not have been disclosed because of a
26 privilege, including, but not limited to, the attorney-client privilege or work product
27 doctrine ("Privileged Information"), shall not constitute a waiver of, or estoppel as to,
28 any claim of attorney-client privilege, attorney work-product, or other ground for

1 withholding production as to which the Producing Party would be entitled in the
2 litigation or any other federal or state proceeding. This Order is intended to provide
3 the full protection afforded by Federal Rule of Evidence 502(d), providing that “A
4 Federal court may order that the privilege or protection is not waived by disclosure
5 connected with the litigation pending before the court – in which event the disclosure
6 also is not a waiver in any other Federal or State proceeding.” Upon discovery by
7 a Producing Party (or upon receipt of notice from another Party) that he/she/it may
8 have produced Privileged Information, the Producing Party shall, within thirty (30)
9 calendar days of such discovery, request the return of such information in writing by
10 identifying the Privileged Information and stating the basis on which the Privileged
11 Information should be withheld from production. After being notified, all other
12 Parties must promptly return, sequester, or destroy the Privileged Information and any
13 copies he/she/it has; must not use or disclose the information until the claim of
14 privilege or other protection is resolved (if the claim of privilege or other
15 protection is disputed); and must take reasonable steps to retrieve the Privileged
16 Information if he/she/it disclosed the Privileged Information before being notified.
17 If any Party disputes the privilege claim (“Objecting Party”), that Objecting Party
18 shall notify the Producing Party of the dispute and the basis therefore in writing
19 within thirty (30) calendar days of receipt of the request for the return of the
20 Privileged Information. The Parties thereafter shall meet and confer in good faith
21 regarding the disputed claim within thirty (30) calendar days. In the event that the
22 Parties do not resolve their dispute, the Objecting Party may bring a motion for a
23 determination of whether a privilege applies. The Producing Party must preserve
24 the information claimed to be privileged or otherwise protected until the claim is
25 resolved. The information claimed to be privileged remains protected as privileged
26 until the claim is resolved. Except as expressly set forth herein, nothing in this
27 provision shall limit the bases on which the Objecting Party may challenge the
28 assertion of any privilege or protection by the Producing Party.

1 **23. Additional Parties or Attorneys:** In the event additional parties join or
2 intervene in this Litigation, the newly joined party(ies) shall not have access
3 to Confidential Material or Highly Confidential Material until its counsel of record
4 has executed and, at the request of any party, filed with the Court its agreement to be
5 fully bound by this Order. If any additional attorneys make appearances in this
6 Litigation, those attorneys shall not have access to Confidential Material or
7 Highly Confidential Material until they execute the “Agreement Concerning
8 Information Covered by Protective Order” attached hereto as Exhibit A.

9 **24. Protective Order Remains In Force:** This Protective Order shall
10 remain in force and effect until modified, superseded, or terminated by consent of the
11 parties or by order of the Court made upon reasonable written notice. Unless
12 otherwise ordered, or agreed upon by the parties, this Protective Order shall survive
13 the termination of this Litigation. The Court retains jurisdiction even after
14 termination of this Litigation to enforce this Protective Order and to make
15 such amendments, modifications, deletions and additions to this Protective Order as
16 the Court may from time to time deem appropriate.

17 **25. No Prejudice For Further Relief:** This Protective Order is without
18 prejudice to the right of any party to seek other or further relief from the Court.

19 **26. No Waiver of Grounds For Producing Material:** This Protective
20 Order shall not be construed as waiving any right to assert a claim of privilege,
21 relevance, overbreadth, burdensomeness or other grounds for not producing material
22 called for, and access to such material shall be only as otherwise provided by the
23 discovery rules and other applicable laws.

24 **27. Conclusion of Litigation:** Within ninety (90) days after receiving notice
25 of the entry of an order, judgment or decree finally disposing of this Litigation, all
26 persons having received Confidential Material or Highly Confidential Material shall
27 either return such material and all copies thereof to counsel for the Producing Party, or
28 destroy all such Confidential Material or Highly Confidential Material and, in either

1 case, certify that fact to counsel for the Producing Party. Counsel of record shall
2 make arrangements for the return of Confidential Material or Highly Confidential
3 Material that counsel of record provided to any persons or entities in paragraphs 10
4 and 11, except the Court, court personnel and court reporters. Outside counsel of
5 record for the parties shall be entitled to retain court papers, depositions, trial
6 transcripts and attorney work product, provided that such outside counsel of record
7 shall not disclose Confidential Material or Highly Confidential Material to any person
8 except pursuant to a court order or agreement with the party that produced the
9 Confidential Material or Highly Confidential Material. All material returned to the
10 parties or their counsel by the Court shall likewise be disposed of in accordance with
11 this paragraph.

12 **28. No Loss of Confidential or Highly Confidential Status By Use In**
13 **Litigation or Appeal:** In the event that any Confidential or Highly Confidential
14 Material is used in any court proceeding in this Litigation or any appeal therefrom,
15 such Confidential or Highly Confidential Material shall not lose its status as
16 Confidential or Highly Confidential through such use. Counsel shall comply with
17 all applicable local rules and shall confer on such procedures that are necessary to
18 protect the confidentiality of any documents, information and transcripts used in the
19 course of any court proceedings, including petitioning the Court to close the court
20 room.

21 **29. Protected Material Subpoenaed or Ordered Produced in Other**
22 **Actions:** If any person receiving documents covered by this Order (the “Receiver”) is
23 served with a subpoena, order, interrogatory, or document or civil investigative
24 demand (collectively, a “Demand”) issued in any other action, investigation, or
25 proceeding, and such Demand seeks Discovery Material that was produced or
26 designated as Confidential Material or Highly Confidential Material by someone other
27 than the Receiver, the Receiver shall give a prompt written notice by hand or facsimile
28 transmission within ten (10) business days of receipt of such Demand to the person,

1 party, or third party who produced or designated the material as Confidential
2 Material or Highly Confidential Material, and shall object to the production of such
3 materials on the grounds of the existence of this Order. The burden of
4 opposing the enforcement of the Demand shall fall upon the party who produced or
5 designated the material as Confidential Material or Highly Confidential Material. Any
6 motion opposing enforcement of the Demand shall be made within thirty (30) days of
7 receipt of notice of the Demand. Until such time as the dispute is resolved, no
8 Confidential Material or Highly Confidential Material shall be produced pursuant to
9 the Demand. Compliance by the Receiver with any order directing production
10 pursuant to the Demand of any Confidential Material or Highly Confidential Material
11 shall not constitute a violation of this Order. Nothing in this Order shall be construed
12 as authorizing a party to disobey a lawful subpoena issued in another action.

13 **30. Advice Based on Discovery Material Allowed:** Nothing in this
14 Protective Order shall bar or otherwise restrict any attorney from rendering advice to
15 his client with respect to this litigation and, in the course of rendering advice,
16 referring to or relying generally on the examination of Confidential Material or
17 Highly Confidential Material; provided, however, that in rendering such advice
18 and in otherwise communicating with his client, the attorney shall not disclose the
19 contents of any Confidential Material or Highly Confidential Material produced by
20 another party if that disclosure would be contrary to the terms of this Protective
21 Order.

22 **31. Redaction Allowed:** Any Producing Party may redact from the
23 documents and things it produced matter that the Producing Party claims is subject
24 to attorney-client privilege, work product immunity, a legal prohibition or
25 protection against disclosure, or any other privilege or immunity. The Producing
26 Party shall mark each thing where matter has been redacted with a legend stating
27 “REDACTED,” as appropriate, or a comparable notice. Where a document
28 consists of more than one page, at least each page on which information has been

1 redacted shall be so marked. The Producing Party shall preserve an unredacted
2 version of each such document. In addition to the foregoing, the following shall
3 apply to redactions of Protected Data:

- 4 a. With respect to any individual, any party may redact Protected Data
5 that it claims, in good faith, requires protections under the terms of
6 this Order. Protected Data, however, shall not be redacted from
7 Discovery Material to the extent it directly relates to or identifies an
8 individual named as a party in this Litigation. Protected Data of an
9 individual named as a party shall otherwise receive the same
10 protections and treatment afforded to other Protected Data under this
11 Protective Order.
- 12 b. Protected Data shall be redacted from any public filing not filed
13 under seal.
- 14 c. The right to and process for challenging the designation of redactions
15 shall be the same as the right to and process for challenging the
16 designation of Confidential Material and Highly Confidential
17 Material as set forth in paragraph 20. If counsel for the parties agree
18 that Discovery Material initially redacted shall not be subject to
19 redaction or shall receive alternative treatment, or the Court orders
20 that those materials shall not be subject to redaction or shall receive
21 alternative treatment, and the Discovery Materials are subsequently
22 produced in unredacted form, then those unredacted Discovery
23 Materials shall bear the legend, “Unredacted Protected Data – Highly
24 Confidential” and shall continue to receive the protections and
25 treatment afforded to documents bearing the Highly Confidential
26 designation.

27 **32. Violations of Protective Order:** In the event that any person or party
28 should violate the terms of this Protective Order, the aggrieved Disclosing Party

1 should apply to the Court obtain relief against any such person or party violating or
2 threatening to violate any of the terms of this Protective Order. In the event that the
3 aggrieved Disclosing Party seeks injunctive relief, it must petition the District
4 Judge or Magistrate Judge for such relief, which may be granted at the sole discretion
5 of the District Judge or Magistrate Judge. The parties and any other person subject to
6 the terms of this Protective Order agree that this Court shall retain jurisdiction over
7 it and them for the purpose of enforcing this Protective Order.

8 **33. Headings:** The headings herein are provided only for the convenience
9 of the parties, and are not intended to define or limit the scope of the express terms of
10 this Protective Order.

11 DATED: August 8, 2011

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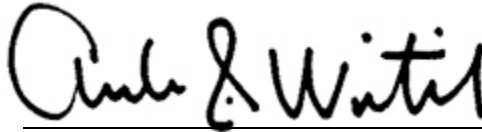
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8 **ORDER**

9 **IT IS SO ORDERED.**

10 Dated: August 31 , 2011.

11 
12 _____

13 Hon. Andrew J. Wistrich
14 United States Magistrate Judge

EXHIBIT A

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

In re Toyota Motor Corporation
Securities Litigation

Master File No. CV-10-0922 DSF (AJWx)

**AGREEMENT CONCERNING
INFORMATION COVERED BY
STIPULATED PROTECTIVE ORDER
RE CONFIDENTIAL AND HIGHLY
CONFIDENTIAL INFORMATION**

I, _____, hereby acknowledge that I have received a copy of the Stipulated Protective Order Re Confidential and Highly Confidential Information entered in this action (Case No. CV-10-0922 DSF (AJWx)) by the United States District Court for the Central District of California (hereinafter “the Protective Order”).

I have either read the Protective Order or have had the terms of the Protective Order explained to me by my attorney.

I understand the terms of the Protective Order and agree to comply with and to be bound by such terms.

If I receive documents or information designated as Confidential Material or Highly Confidential Material, (as those terms are defined in the Protective Order), I understand that such information is provided to me pursuant to the terms and restrictions of the Protective Order.

1 I agree to hold in confidence and not further disclose or use for any purpose
2 (other than is permitted by the Protective Order) any information disclosed to me
3 pursuant to the terms of the Protective Order.

4 I hereby submit myself to the jurisdiction of the United States District Court for
5 the Central District of California for resolution of any matters pertaining to the
6 Protective Order.

7 My address is _____

8 My present employer is _____

9
10 Dated: _____

11 Signed: _____

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14 PROPOSED ORDER RE JOINT STIPULATION.DOCX
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