

1 ROBBINS GELLER RUDMAN  
 & DOWD LLP  
 2 DENNIS J. HERMAN (220163)  
 WILLOW E. RADCLIFFE (200087)  
 3 JOHN H. GEORGE (292332)  
 Post Montgomery Center  
 4 One Montgomery Street, Suite 1800  
 San Francisco, CA 94104  
 5 Telephone: 415/288-4545  
 415/288-4534 (fax)  
 6 dennish@rgrdlaw.com  
 willowr@rgrdlaw.com  
 7 jgeorge@rgrdlaw.com

8 Lead Counsel for Plaintiffs

9 WHITE & CASE LLP  
 BRYAN A. MERRYMAN  
 10 (SBN 134357)  
 555 South Flower Street, Suite 2700  
 11 Los Angeles, CA 90071  
 Telephone: 213/620-7700  
 12 213/452-2329 (fax)  
 bmerryman@whitecase.com

13 Attorneys for Defendant  
14 Toshiba Corporation

WHITE & CASE LLP  
 CHRISTOPHER M. CURRAN  
 (*pro hac vice*)  
 ERIC GRANNON (*pro hac vice*)  
 JAIME M. CROWE (*pro hac vice*)  
 REUBEN J. SEQUEIRA (*pro hac*  
*vice*)  
 701 Thirteenth Street, NW  
 Washington, DC 20005-3807  
 Telephone: 202/626-3600  
 202/639-9355 (fax)  
 ccurran@whitecase.com  
 egrannon@whitecase.com  
 jcrowe@whitecase.com  
 rsequeira@whitecase.com

15 UNITED STATES DISTRICT COURT  
 16 CENTRAL DISTRICT OF CALIFORNIA

17 MARK STOYAS and NEW  
 ENGLAND TEAMSTERS &  
 18 TRUCKING INDUSTRY PENSION  
 FUND,

19 Plaintiffs,

20 and

21 AUTOMOTIVE INDUSTRIES  
 PENSION TRUST FUND, Individually  
 22 and on Behalf of All Others Similarly  
 Situated,

23 Lead Plaintiff,

24 vs.

25 TOSHIBA CORPORATION,

26 Defendant.  
27  
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Case No. 2:15-cv-04194-DDP(JCx)

CLASS ACTION

STIPULATED PROTECTIVE ORDER

[CORRECTION MADE TO CROSS-  
REFERENCE IN PARAGRAPH 1]

1           1.     A.     PURPOSES AND LIMITATIONS

2           As the Parties have represented that discovery in this action is 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 may be warranted, this Court enters the following  
6 Protective Order. This Order does not confer blanket protections on all disclosures  
7 or responses to discovery. The protection it affords from public disclosure and use  
8 extends only to the limited information or items that are entitled to confidential  
9 treatment under the applicable legal principles. Further, as set forth in Section 13.3,  
10 below, this Protective Order does not entitle the Parties to file confidential  
11 information under seal. Rather, when the Parties seek permission from the Court to  
12 file material under seal, the Parties must comply with Civil Local Rule 79-5 and with  
13 any pertinent orders of the assigned District Judge and Magistrate Judge.

14                     B.     GOOD CAUSE STATEMENT

15           In light of the nature of the claims and allegations in this case and the Parties’  
16 representations that discovery in this case will involve the production of confidential  
17 records, and in order to expedite the flow of information, to facilitate the prompt  
18 resolution of disputes over confidentiality of discovery materials, to adequately  
19 protect information the Parties are entitled to keep confidential, to ensure that the  
20 Parties are permitted reasonable necessary uses of such material in connection with  
21 this action, to address their handling of such material at the end of the litigation, and  
22 to serve the ends of justice, a protective order for such information is justified in this  
23 matter. The Parties shall not designate any information/documents as confidential  
24 without a good faith belief that such information/documents have been maintained  
25 in a confidential, non-public manner, and that there is good cause or a compelling  
26 reason why it should not be part of the public record of this case.

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1           2.     DEFINITIONS

2           2.1     Action: The instant action: *Stoyas, et al. v. Toshiba Corp.*, 15-cv-  
3 04194-DDP (JCx) (C.D. Cal.).

4           2.2     Challenging Party: A Party or Non-Party that challenges the  
5 designation of information or items under this Order.

6           2.3     “CONFIDENTIAL” Information or Items: Information (regardless of  
7 how it is generated, stored or maintained) or tangible things that qualify for  
8 protection under Federal Rule of Civil Procedure 26(c), and as specified above in  
9 the Good Cause Statement.

10          2.4     “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”  
11 Information or Items: Extremely sensitive “CONFIDENTIAL” Information or  
12 Items, the disclosure of which to another Party or Non-Party would create a  
13 substantial risk of serious harm that could not be avoided by less restrictive means.

14          2.5     Counsel: Outside Counsel of Record and House Counsel (as well as  
15 their support staff).

16          2.6     Designating Party: A Party or Non-Party that designates information  
17 or items that it produces in disclosures or in responses to discovery as  
18 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES  
19 ONLY.”

20          2.7     Disclosure or Discovery Material: All items or information, regardless  
21 of the medium or manner in which it is generated, stored, or maintained (including,  
22 among other things, testimony, transcripts, and tangible things), that are produced or  
23 generated in disclosures or responses to discovery in this matter.

24          2.8     Expert: A person with specialized knowledge or experience in a matter  
25 pertinent to the litigation who has been retained by a Party or its counsel to serve as  
26 an expert witness or as a consultant in this Action.

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1           2.9 House Counsel: Attorneys who are employees of a Party to this Action.  
2 House Counsel does not include Outside Counsel of Record or any other outside  
3 counsel.

4           2.10 Non-Party: Any natural person, partnership, corporation, association,  
5 or other legal entity not named as a Party to this action.

6           2.11 Outside Counsel of Record: Attorneys who are not employees of a  
7 Party to this Action but are retained to represent or advise a Party to this Action and  
8 have appeared in this Action on behalf of that Party or are affiliated with a law firm  
9 which has appeared on behalf of that Party, and includes support staff.

10          2.12 Party: Any Party to this Action, including all of its officers, directors,  
11 employees, consultants, retained experts, and Outside Counsel of Record (and their  
12 support staffs).

13          2.13 Producing Party: A Party or Non-Party that produces Disclosure or  
14 Discovery Material in this Action.

15          2.14 Professional Vendors: Persons or entities that provide litigation  
16 support services (e.g., photocopying, videotaping, translating, preparing exhibits or  
17 demonstrations, and organizing, storing, or retrieving data in any form or medium)  
18 and their employees and subcontractors.

19          2.15 Protected Material: Any Disclosure or Discovery Material that is  
20 designated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL –  
21 ATTORNEYS’ EYES ONLY.”

22          2.16 Receiving Party: A Party that receives Disclosure or Discovery  
23 Material from a Producing Party.

### 24           3. SCOPE

25           The protections conferred by this Order cover not only Protected Material (as  
26 defined above), but also (1) any information copied or extracted from Protected  
27 Material; (2) all copies, excerpts, summaries, or compilations of Protected Material;  
28 and (3) any deposition testimony, conversations, or presentations by Parties or their

1 Counsel that might reveal Protected Material, other than during a court hearing or at  
2 trial.

3 Any use of Protected Material during a court hearing or at trial shall be  
4 governed by the orders of the presiding judge. This Order does not govern the use  
5 of Protected Material during a court hearing or at trial.

6 4. DURATION

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

15 5. DESIGNATING PROTECTED MATERIAL

16 5.1 Exercise of Restraint and Care in Designating Material for Protection.

17 Each Party or Non-Party that designates information or items for protection under  
18 this Order must take care to limit any such designation to specific material that  
19 qualifies under the appropriate standards. The Designating Party must designate for  
20 protection only those parts of material, documents, items, or oral or written  
21 communications that qualify so that other portions of the material, documents, items,  
22 or communications for which protection is not warranted are not swept unjustifiably  
23 within the ambit of this Order.

24 Mass, indiscriminate, or routinized designations are prohibited. Designations  
25 that are shown to be clearly unjustified or that have been made for an improper  
26 purpose (*e.g.*, to unnecessarily encumber the case development process or to impose  
27 unnecessary expenses and burdens on other Parties) may expose the Designating  
28 Party to sanctions.

1 If it comes to a Designating Party's attention that information or items that it  
2 designated for protection do not qualify for protection, that Designating Party must  
3 promptly notify all other Parties that it is withdrawing the inapplicable designation.

4 5.2 Manner and Timing of Designations. Except as otherwise provided in  
5 this Order (*see, e.g.*, second paragraph of Section 5.2(a) below), or as otherwise  
6 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection  
7 under this Order must be clearly so designated before the material is disclosed or  
8 produced.

9 Designation in conformity with this Order requires:

10 (a) for information in documentary form (*e.g.*, paper or electronic  
11 images of documents, but excluding transcripts of depositions), that the Producing  
12 Party affix at a minimum, the legend "CONFIDENTIAL" or the legend "HIGHLY  
13 CONFIDENTIAL – ATTORNEYS' EYES ONLY" to each page that contains  
14 protected material. If only a portion or portions of the material on a page qualifies  
15 for protection, the Producing Party also must clearly identify the protected portion(s)  
16 (*e.g.*, by making appropriate markings in the margins).

17 A Party or Non-Party that makes original documents available for inspection  
18 need not designate them for protection until after the inspecting Party has indicated  
19 which documents it would like copied and produced. During the inspection and  
20 before the designation, all of the material made available for inspection shall be  
21 deemed "HIGHLY CONFIDENTIAL." After the inspecting Party has identified the  
22 documents it wants copied and produced, the Producing Party must determine which  
23 documents, or portions thereof, qualify for protection under this Order. Then, before  
24 producing the specified documents, the Producing Party must affix the  
25 "CONFIDENTIAL" legend or the "HIGHLY CONFIDENTIAL – ATTORNEYS'  
26 EYES ONLY" legend to each page that contains Protected Material. If only a  
27 portion or portions of the material on a page qualifies for protection, the Producing  
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1 Party also must clearly identify the protected portion(s) (e.g., by making appropriate  
2 markings in the margins).

3 (b) for testimony given in depositions that the Designating Party  
4 identifies on the record, before the close of the deposition as protected testimony.

5 (c) for information produced in some form other than documentary  
6 form, such as electronic materials other than electronic images of documents, and  
7 for any other tangible items, that the Producing Party affix in a prominent place on  
8 the exterior of the container or containers in which the information is stored the  
9 “CONFIDENTIAL” legend or the “HIGHLY CONFIDENTIAL – ATTORNEYS’  
10 EYES ONLY” legend. If only a portion or portions of the information warrants  
11 protection, the Producing Party, to the extent practicable, shall identify the protected  
12 portion(s).

13 5.3 Inadvertent Failures to Designate. If timely corrected after discovery  
14 of the error, an inadvertent failure to properly designate qualified information,  
15 testimony given in depositions, or items as “CONFIDENTIAL” or “HIGHLY  
16 CONFIDENTIAL – ATTORNEYS’ EYES ONLY” does not, standing alone, waive  
17 the Designating Party’s right to secure protection under this Order for such material.  
18 Upon timely correction of a designation, the Receiving Party must make reasonable  
19 efforts to assure that the material is treated in accordance with the provisions of this  
20 Order.

## 21 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

22 6.1 Timing of Challenges. Any Party or Non-Party may challenge a  
23 designation of confidentiality at any time that is consistent with the Court’s  
24 Scheduling Order.

25 6.2 Meet and Confer. The Challenging Party shall initiate the dispute  
26 resolution process under Local Rule 37-1 *et seq.*

27 6.3 The burden of persuasion in any such challenge proceeding shall be on  
28 the Designating Party. Frivolous challenges, and those made for an improper

1 purpose (e.g., to harass or impose unnecessary expenses and burdens on other  
2 Parties) may expose the Challenging Party to sanctions. Unless the Designating  
3 Party has waived or withdrawn the confidentiality designation, all Parties shall  
4 continue to afford the material in question the level of protection to which it is  
5 entitled under the Producing Party's designation until the Court rules on the  
6 challenge.

7 7. ACCESS TO AND USE OF PROTECTED MATERIAL

8 7.1 Basic Principles. A Receiving Party may use Disclosure or Discovery  
9 Material, including, but not limited to, Protected Material that is disclosed or  
10 produced by another Party or by a Non-Party in connection with this Action, only  
11 for prosecuting, defending, or attempting to settle this Action. Protected Material  
12 may be disclosed only to the categories of persons and under the conditions  
13 described in this Order. When the Action has been terminated, a Receiving Party  
14 must comply with the provisions of Section 14 below.

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

18 7.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless  
19 otherwise ordered by the Court or permitted in writing by the Designating Party, a  
20 Receiving Party may disclose any information or item designated  
21 "CONFIDENTIAL" only to:

22 (a) the Receiving Party's Outside Counsel of Record in this Action,  
23 as well as employees or contract attorneys of said Outside Counsel of Record to  
24 whom it is reasonably necessary to disclose the information for this Action;

25 (b) the officers, directors, and employees (including House Counsel)  
26 of the Receiving Party to whom disclosure is reasonably necessary for this Action;

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

4 (d) the Court and its personnel;

5 (e) private court reporters and their staff to whom disclosure is  
6 reasonably necessary for this Action and who have signed the “Acknowledgment  
7 and Agreement to Be Bound” (Exhibit A);

8 (f) professional jury or trial consultants, mock jurors, and  
9 Professional Vendors to whom disclosure is reasonably necessary for this Action  
10 and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit  
11 A);

12 (g) the author or recipient of a document containing the information  
13 or a custodian or other person who otherwise possessed or knew the information;

14 (h) during their depositions, witnesses, and attorneys for witnesses,  
15 in the Action to whom disclosure is reasonably necessary provided: (1) the deposing  
16 Party requests that the witness sign the “Acknowledgment and Agreement to Be  
17 Bound” (Exhibit A); and (2) they will not be permitted to keep any confidential  
18 information unless they sign the “Acknowledgment and Agreement to Be Bound”  
19 (Exhibit A), unless otherwise agreed by the Designating Party or ordered by the  
20 Court. Pages of transcribed deposition testimony or exhibits to depositions that  
21 reveal Protected Material may be separately bound by the court reporter and may not  
22 be disclosed to anyone except as permitted under this Protective Order;

23 (i) any mediator or settlement officer, and their supporting  
24 personnel, mutually agreed upon by any of the Parties engaged in settlement  
25 discussions; and

26 (j) any other person to whom the Designating Party agrees in  
27 writing.

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1           7.3    Disclosure of “HIGHLY CONFIDENTIAL -- ATTORNEYS’ EYES  
2 ONLY” Information or Items. Unless otherwise ordered by the Court or permitted  
3 in writing by the Designating Party, a Receiving Party may disclose any information  
4 or item designated “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”  
5 only to:

6                   (a)    the Receiving Party’s Outside Counsel of Record in this Action,  
7 as well as employees or contract attorneys of said Outside Counsel of Record to  
8 whom it is reasonably necessary to disclose the information for this Action;

9                   (b)    Experts (as defined in this Order) of the Receiving Party to whom  
10 disclosure is reasonably necessary for this Action and who have signed the  
11 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

12                   (c)    the Court and its personnel;

13                   (d)    private court reporters and their staff to whom disclosure is  
14 reasonably necessary for this Action and who have signed the “Acknowledgment  
15 and Agreement to Be Bound” (Exhibit A);

16                   (e)    professional jury or trial consultants, mock jurors, and  
17 Professional Vendors to whom disclosure is reasonably necessary for this Action  
18 and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit  
19 A);

20                   (f)    the author or recipient of a document containing the information  
21 or a custodian or other person who otherwise possessed or knew the information;  
22 and

23                   (g)    any mediator or settlement officer, and their supporting  
24 personnel, mutually agreed upon by any of the Parties engaged in settlement  
25 discussions; and

26                   (h)    any other person to whom the Designating Party agrees in  
27 writing.

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1           8.     PROTECTED MATERIAL SUBPOENAED OR ORDERED  
2                     PRODUCED IN OTHER LITIGATION

3           If a Party is served with a subpoena or a court order issued in other litigation  
4 that compels disclosure of any information or items designated in this Action as  
5 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL -- ATTORNEYS’ EYES  
6 ONLY,” that Party must:

7                     (a)     promptly and at least 10 business days before disclosure (the  
8 “response period”) notify in writing the Designating Party. Such notification shall  
9 include a copy of the subpoena or court order unless prohibited by law;

10                    (b)     promptly notify in writing the Party who caused the subpoena or  
11 order to issue in the other litigation that some or all of the material covered by the  
12 subpoena or order is subject to this Protective Order. Such notification shall include  
13 a copy of this Protective Order; and

14                    (c)     cooperate with respect to all reasonable procedures sought to be  
15 pursued by the Designating Party whose Protected Material may be affected. The  
16 Receiving Party shall not disclose any Protected Material during the response period,  
17 unless required by a court order or otherwise expressly required by law to do so in  
18 the response period.

19           If the Designating Party timely seeks a protective order, the Party served with  
20 the subpoena or court order shall not produce any information designated in this  
21 action as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’  
22 EYES ONLY” before a determination by the court from which the subpoena or order  
23 issued, unless the Party has obtained the Designating Party’s permission, or unless  
24 otherwise required by the law or court order. The Designating Party shall bear the  
25 burden and expense of seeking protection in that court of its confidential material  
26 and nothing in these provisions should be construed as authorizing or encouraging a  
27 Receiving Party in this Action to disobey a lawful directive from another court.

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1           9.     INFORMATION FROM NON-PARTY SOURCES

2           At the time of serving any discovery requests on a Non-Party, the serving  
3 Party shall provide the Non-Party with a copy of this Protective Order.

4           10.    A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE  
5                    PRODUCED IN THIS LITIGATION

6                   (a)    The terms of this Order are applicable to information produced  
7 by a Non-Party in this Action and designated as “CONFIDENTIAL” or “HIGHLY  
8 CONFIDENTIAL – ATTORNEYS’ EYES ONLY.” Such information produced by  
9 Non-Parties in connection with this litigation is protected by the remedies and relief  
10 provided by this Order. Nothing in these provisions should be construed as  
11 prohibiting a Non-Party from seeking additional protections.

12                   (b)    In the event that a Party is required, by a valid discovery request,  
13 to produce a Non-Party’s confidential information in its possession, and the Party is  
14 subject to an agreement with the Non-Party not to produce the Non-Party’s  
15 confidential information, then the Party shall:

16                           1)    promptly notify in writing the Requesting Party and the  
17 Non-Party that some or all of the information requested is subject to a confidentiality  
18 agreement with a Non-Party;

19                           2)    promptly provide the Non-Party with a copy of the  
20 Protective Order in this Action, the relevant discovery request(s), and a reasonably  
21 specific description of the information requested; and

22                           3)    make the information requested available for inspection by  
23 the Non-Party, if requested.

24                   (c)    If a Non-Party represented by counsel fails to commence the  
25 process called for by Local Rules 45-1 and 37-1, et seq. within 14 days of receiving  
26 the notice and accompanying information or fails contemporaneously to notify the  
27 Receiving Party that it has done so, the Receiving Party may produce the Non-  
28 Party’s confidential information responsive to the discovery request. If an

1 unrepresented Non-Party fails to seek a protective order from this Court within 14  
2 days of receiving the notice and accompanying information, the Receiving Party  
3 may produce the Non-Party’s confidential information responsive to the discovery  
4 request. If the Non-Party timely seeks a protective order, the Receiving Party shall  
5 not produce any information in its possession or control that is subject to the  
6 confidentiality agreement with the Non-Party before a determination by the Court  
7 unless otherwise required by the law or court order. Absent a court order to the  
8 contrary, the Non-Party shall bear the burden and expense of seeking protection in  
9 this Court of its Protected Material.

10 11. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

11 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed  
12 Protected Material to any person or in any circumstance not authorized under this  
13 Protective Order, the Receiving Party must immediately

14 (a) notify in writing the Designating Party of the unauthorized  
15 disclosures,

16 (b) use its best efforts to retrieve all unauthorized copies of the  
17 Protected Material,

18 (c) inform the person or persons to whom unauthorized disclosures  
19 were made of all the terms of this Order, and

20 (d) request such person or persons to execute the “Acknowledgment  
21 and Agreement to Be Bound” (Exhibit A).

22 12. INADVERTENT PRODUCTION OF PRIVILEGED OR  
23 OTHERWISE PROTECTED MATERIAL

24 When a Producing Party gives notice to Receiving Parties that certain  
25 inadvertently produced material is subject to a claim of privilege or other protection,  
26 the obligations of the Receiving Parties are those set forth in Federal Rule of Civil  
27 Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure  
28 may be established in an e-discovery order that provides for production without prior

1 privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), the Parties  
2 agree that inadvertent production in this Action of any document, by any Party or  
3 person, that such Party or person later claims should have been withheld on grounds  
4 of a privilege or other protection from disclosure including but not limited to the  
5 work product doctrine, (an “Inadvertently Produced Privileged Document”), will not  
6 be deemed, in itself, to waive any privilege or protection from disclosure either as to  
7 specific information in the Inadvertently Produced Privileged Document or as to any  
8 other information relating thereto or on the same or related subject matters.

9 13. MISCELLANEOUS

10 13.1 Right to Further Relief. Nothing in this Order abridges the right of any  
11 person to seek its modification by the Court in the future.

12 13.2 Right to Assert Other Objections. No Party waives any right it  
13 otherwise would have to object to disclosing or producing any information or item  
14 on any ground not addressed in this Protective Order. Similarly, no Party waives  
15 any right to object on any ground to use in evidence of any of the material covered  
16 by this Protective Order.

17 13.3 Filing Protected Material. A Party that seeks to file under seal any  
18 Protected Material must comply with Civil Local Rule 79-5 and with any pertinent  
19 orders of the assigned District Judge and Magistrate Judge. Protected Material may  
20 only be filed under seal pursuant to a Court order authorizing the sealing of the  
21 specific Protected Material at issue. If a Party’s request to file Protected Material  
22 under seal is denied by the Court, then the Receiving Party may file the information  
23 in the public record unless otherwise instructed by the Court.

24 14. FINAL DISPOSITION

25 After the final disposition of this Action, as defined in Section 4, within 60  
26 days of a written request by the Designating Party, each Receiving Party must return  
27 all Protected Material to the Producing Party or destroy such material. As used in  
28 this subdivision, “all Protected Material” includes all copies, abstracts, compilations,

1 summaries, and any other format reproducing or capturing any of the Protected  
2 Material. Whether the Protected Material is returned or destroyed, the Receiving  
3 Party must submit a written certification to the Producing Party (and, if not the same  
4 person or entity, to the Designating Party) by the 60-day deadline that (1) identifies  
5 (by category, where appropriate) all the Protected Material that was returned or  
6 destroyed and (2) affirms that the Receiving Party has not retained any copies,  
7 abstracts, compilations, summaries or any other format reproducing or capturing any  
8 of the Protected Material. Notwithstanding this provision, Counsel are entitled to  
9 retain an archival copy of all pleadings, motion papers, trial, deposition, and hearing  
10 transcripts, legal memoranda, correspondence, deposition and trial exhibits, expert  
11 reports, attorney work product, and consultant and expert work product, even if such  
12 materials contain Protected Material. Any such archival copies that contain or  
13 constitute Protected Material remain subject to this Protective Order as set forth in  
14 Section 4.

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WHITE & CASE LLP  
CHRISTOPHER M. CURRAN  
*(pro hac vice)*  
ERIC GRANNON *(pro hac vice)*  
JAIME M. CROWE *(pro hac vice)*  
REUBEN J. SEQUEIRA *(pro hac vice)*  
701 Thirteenth Street, NW  
Washington, DC 20005-3807  
Telephone: 202/626-3600  
202/639-9355 (fax)  
ccurran@whitecase.com  
egrannon@whitecase.com  
jcrowe@whitecase.com  
rsequeira@whitecase.com

Attorneys for Defendant Toshiba Corporation

PURSUANT TO STIPULATION, IT IS SO ORDERED.

DATED: April 8, 2020

          /s/ Jacqueline Chooljian            
Honorable Jacqueline Chooljian  
UNITED STATES MAGISTRATE JUDGE

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**EXHIBIT A**

**ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND**

I, \_\_\_\_\_ [print or type full name], of  
\_\_\_\_\_ [print or type full address], declare under penalty of perjury  
that I have read in its entirety and understand the Protective Order that was issued  
by the United States District Court for the Central District of California on April 8,  
2020 in the case of *Stoyas, et al. v. Toshiba Corp.*, 15-cv-04194-DDP (JCx) (C.D.  
Cal.). I agree to comply with and to be bound by all the terms of this Protective  
Order and I understand and acknowledge that failure to so comply could expose me  
to sanctions and punishment in the nature of contempt. I solemnly promise that I will  
not disclose in any manner any information or item that is subject to this Protective  
Order to any person or entity except in strict compliance with the provisions of this  
Order.

I further agree to submit to the jurisdiction of the United States District Court  
for the Central District of California for the purpose of enforcing the terms of this  
Protective Order, even if such enforcement proceedings occur after termination of  
this action. I hereby appoint \_\_\_\_\_ [print or type full  
name] of \_\_\_\_\_ [print or type full address  
and telephone number] as my California agent for service of process in connection  
with this action or any proceedings related to enforcement of this Protective Order.

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

City and State where sworn and signed:

\_\_\_\_\_

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

Signature: \_\_\_\_\_