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 9 UNITED STATES DISTRICT COURT
 10 NORTHERN DISTRICT OF CALIFORNIA

)	Master File No. C-07-05182-WHA (BZ)
12 In re LDK SOLAR SECURITIES)	
13 LITIGATION)	
14)	
15 _____)	STIPULATION AND [PROPOSED]
16 This Document Relates To:)	ORDER RE: PLAINTIFF'S
17 ALL ACTIONS.)	SUBPOENA ON NON-PARTY
18 _____)	SIMPSON THACHER & BARTLETT
)	LLP

1 WHEREAS, Lead Plaintiff Shahpour Javidzad (“Plaintiff”) served non-party
2 Simpson Thacher & Bartlett LLP (“Simpson Thacher”) with a subpoena (the “Subpoena”) in
3 this matter on July 16, 2008 seeking the production of documents in the custody or control
4 of Simpson Thacher relating to Simpson Thacher’s representation of the independent
5 directors of the Audit Committee of LDK Solar Co., Ltd. (the “Audit Committee”) in
6 connection with an investigation into certain allegations made by former LDK Solar Co.,
7 Ltd. employee Mr. Charley Situ (the “Investigation”);

8 WHEREAS, Simpson Thacher and those persons and/or entities retained by
9 Simpson Thacher during the course of the Investigation (including, without limitation,
10 Deloitte & Touche Financial Advisory Services Ltd., Professor Yi Tan, Ron Sinton and Ted
11 Ciszek (collectively, the “Consultants”)) created numerous documents during the course of
12 the Investigation which Simpson Thacher contends are protected by the attorney-client
13 and/or work product privileges (the “Investigation Work Product”);

14 WHEREAS, Simpson Thacher contends that it has fully complied with the
15 Subpoena and produced to Plaintiff all documents that are both non-privileged and
16 responsive to the Subpoena;

17 WHEREAS, Plaintiff contends that Simpson Thacher is required to produce
18 certain additional documents pursuant to the Subpoena;

19 WHEREAS, Simpson Thacher and Plaintiff have met and conferred and
20 agree that, in order to preserve judicial resources and in the interests of compromise,
21 Simpson Thacher will produce certain additional documents to Plaintiff and Plaintiff will
22 forgo its efforts to obtain any other documents from Simpson Thacher or the Consultants or
23 otherwise obtain Investigation Work Product, except as provided for in this Stipulation;

24 NOW, THEREFORE, it is hereby stipulated and agreed by and between
25 Plaintiff, defendants LDK Solar Co., Ltd. (“LDK”), LDK Solar USA, Inc., Xiaofeng Peng,
26 Xingxue Tong, Jack Lai, Qiqiang Yao, Liangbao Zhu, Yonggang Shao and Gang Wang
27 (collectively, “Defendants”), and Simpson Thacher, through their respective counsel of
28 record, as follows:

1 1. Simpson Thacher shall produce a copy of the Microsoft PowerPoint
2 presentation utilized by Simpson Thacher during Simpson Thacher’s December 18, 2007
3 presentation to the Securities and Exchange Commission (the “PowerPoint”).

4 2. Simpson Thacher shall produce those documents created by LDK in
5 the ordinary course of its business that are referenced or alluded to in the PowerPoint (the
6 “Referenced Documents”). The parties to this stipulation agree that the Referenced
7 Documents shall be limited to only those categories of documents set forth on Schedule A
8 hereto. For avoidance of doubt, no Investigation Work Product, including, without
9 limitation, the Test Results, shall constitute part of the Referenced Documents.

10 3. Simpson Thacher shall produce a copy of all reports, test results, and
11 supporting data that were created by Professor Yi Tan, Ron Sinton and Ted Ciszek during
12 the course of the Investigation relating to the testing of the quality of polysilicon ingots (the
13 “Test Results”).

14 4. Defendant LDK Solar Co., Ltd. certifies that it retained and continues
15 to retain copies of all LDK Solar Co., Ltd. documents collected by Simpson Thacher or the
16 Consultants during the course of the Investigation (the “Underlying Documents”). Based on
17 this certification, Plaintiff agrees that he will not seek production of the Underlying
18 Documents from Simpson Thacher or the Consultants. Simpson Thacher agrees that it will
19 not argue that the Underlying Documents are themselves protected as work product.

20 5. Plaintiff agrees that any production made by Simpson Thacher
21 pursuant to this stipulation shall not constitute a waiver of any attorney-client or work
22 product privilege held by the Audit Committee, Simpson Thacher, or the Consultants with
23 respect to any document other than the PowerPoint, the Test Results and the Referenced
24 Documents. Plaintiff further agrees that it shall not assert before any court for any reason
25 that Simpson Thacher’s production to it of the PowerPoint, the Test Results, and/or the
26 Referenced Documents provides the Plaintiff with any basis to claim that it is entitled to any
27 additional Investigation Work Product.

28 6. Plaintiff shall not seek and shall not be entitled to receive any

1 Investigation Work Product or other documents from Simpson Thacher or the Consultants
2 other than the PowerPoint, the Test Results and the Referenced Documents for any reason
3 except as set forth in Paragraph 7. Plaintiff shall also withdraw any subpoenas currently
4 outstanding that seek documents from the Consultants.

5 7. Plaintiff may assert, as the sole reason for asking the court to order
6 Simpson Thacher or the Consultants to produce any Investigation Work Product that a
7 defendant or their counsel has (i) made a statement or taken an action in this litigation; (ii)
8 that statement has been made or that action has been taken after the date that this stipulation
9 has been executed by all parties hereto; and (iii) that statement or action constitutes a waiver
10 of the attorney-client or work product privileges of the Audit Committee, Simpson Thacher
11 and/or the Consultants.

12 8. Plaintiff may also assert, as the sole remaining reasons for asking the
13 court to order a defendant to produce any Investigation Work Product that (a) the criteria of
14 Paragraph 7(i), (ii), and (iii) are satisfied; or (b) work product and/or attorney-client
15 privilege protection for a particular document in the possession of an LDK employee other
16 than Louis Hsieh or Xiang Bing, the Audit Committee members who conducted the Audit
17 Committee investigation (an "Other Employee"), has been waived solely by virtue of its
18 possession by the Other Employee.

19 9 Other than as set forth in Paragraphs 7 and 8 above, Plaintiff shall not
20 seek and shall not be entitled to receive any Investigation Work Product from any person or
21 entity for any reason. Plaintiff shall also notify non-parties KPMG International, KPMG
22 LLP, Deloitte & Touche LLP, Deloitte Consulting LLP and Deloitte Touche Tohmatsu that
23 he no longer seeks from either of them the production of any Investigation Work Product.

24 10. Simpson Thacher's production of the PowerPoint, the Test Results,
25 and the Referenced Documents shall not constitute a waiver of any attorney-client or work
26 product privilege held by the Audit Committee, Simpson Thacher, or the Consultants in any
27 other federal or state proceeding pursuant to Federal Rule of Evidence 502(d), with respect
28 to any document other than the PowerPoint, the Test Results and the Referenced

1 Documents. Neither Simpson Thacher nor defendants waive their respective rights to
2 oppose any argument by Plaintiff with respect to paragraphs 7 and 8.

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Dated: May 27, 2009

By: _____ /s/ _____

COHEN MILSTEIN SELLERS & TOLL
PLLC

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Attorneys for Plaintiffs

Dated: May 27, 2009

By: _____ /s/ _____

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*Attorneys for Non-Party Simpson Thacher
& Bartlett LLP*

Dated: May 27, 2009

By: _____ /s/ _____

LATHAM & WATKINS LLP

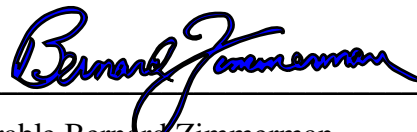
James J. Farrell
355 South Grand Avenue
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Telephone: (213) 891-8498
Facsimile: (213) 891-8763

Attorneys for Defendants.

[PROPOSED] ORDER

PURSUANT TO STIPULATION, IT IS SO ORDERED.

Dated: May 28, 2009



Honorable Bernard Zimmerman

United States District Court Magistrate Judge

SCHEDULE A

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1. Emails from inventory or finance personnel regarding usability of various types of inventory, as referenced on page 59 of the PowerPoint.
2. Emails related to ERP implementation, as referenced on page 59 of the PowerPoint.
3. Documents relating to return of raw materials to warehouse from production department, as referenced on page 59 of the PowerPoint.
4. Emails from manufacturing department or customers regarding specific instances of finished product quality issues, as referenced on page 59 of the PowerPoint.
5. Emails from production department noting dwindling supply of feedstock located in production area but never unavailability, as referenced on page 60 of the PowerPoint.
6. Documents relating to occasional short term reduction of size of certain ingots produced from 270 Kg to 240 Kg or smaller sizes, as referenced on page 60 of the PowerPoint.

1 **ECF FILER'S ATTESTATION**

2 I, James G. Kreissman, as the e-filing signatory, attest that concurrence in filing the
3 Stipulation Regarding Plaintiff's Subpoena on Non-Party Simpson Thacher & Bartlett LLP has
4 been obtained from the other signatories, Matthew B. Kaplan, and James J. Farrell. In accordance
5 with General Order 45, Section X(B), I shall maintain a record of the original signatures to support
6 this concurrence for subsequent production for the court if so ordered or for inspection upon
7 request by a party until one year after final resolution of the action.

8 Dated: May 27, 2009

9 By: _____ /s/
10 James G. Kreissman