

IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF COLORADO

Civil Action No. 1:13-cv-00704-RPM-KMT

**LESLIE MCDONALD**, individually and as a parent and guardian of **KELLEN MCDONALD**; and **KELLEN MCDONALD**, a minor, by and through his parent and guardian **LESLIE MCDONALD**,

Plaintiffs,

v.

**TOYOTA MOTOR CORPORATION**, a Japanese Corporation;  
**TOYOTA MOTOR SALES U.S.A., INC.**, a California Corporation; and  
**DOES 1-30**, inclusive,

Defendants.

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**STIPULATED PROTECTIVE ORDER**

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**WHEREAS**, Plaintiffs filed this action against Toyota Motor Corporation (“TMC”) and Toyota Motor Sales, U.S.A., Inc. (“TMS”) (collectively, the “Toyota Defendants”), and

**WHEREAS**, the documents listed by Bates Number as Exhibit “One” are claimed by the Toyota Defendants to contain information that includes proprietary interests, trade secrets, and confidential commercial information, in addition to other information all of which provides the Toyota Defendants a competitive advantage that will be irretrievably lost if the information is acquired by competitors of the Toyota Defendants in the automotive industry and marketing business;

**WHEREAS**, the documents listed by the Toyota Defendants in Exhibit “One” have been reviewed by counsel for Toyota, who certify that their enumeration here is based on a good faith belief that the information they contain is confidential or otherwise entitled to protection.

**WHEREAS**, the Toyota Defendants may produce additional documents during the course of discovery in this case which the Toyota Defendants similarly claim to contain information that includes proprietary interests, trade secrets, and confidential commercial information, in addition to other information all of which provides the Toyota Defendants a competitive advantage that will be irretrievably lost if the information is acquired by competitors of the Toyota Defendants in the automotive industry and marketing business;

**WHEREAS**, the Toyota Defendants desire to preserve the confidentiality of such information and prevent the information from being acquired by their competitors;

**WHEREAS**, the documents listed by Bates Number as Exhibit “Two” are claimed by the Plaintiffs to contain information that includes personal medical and psychological information that if acquired by others could be used to harass, embarrass or cause other irreparable damage to Plaintiffs;

**WHEREAS**, Plaintiffs may produce additional documents that contain information that includes personal medical records that if acquired by non-parties could be used to harass, embarrass, or cause other irreparable damage to Plaintiffs;

**WHEREAS**, Plaintiffs desire to preserve the confidentiality of their personal medical and psychological information from being acquired by non-parties; and

**WHEREAS**, the documents listed by the Plaintiffs in Exhibit “Two” have been reviewed by counsel for Plaintiffs, who certify that their enumeration here is based on a

good faith belief that the information they contain is confidential or otherwise entitled to protection.

**IT IS HEREBY STIPULATED** that the Court may enter the following Stipulated Protective Order for those documents listed in Exhibit “One” and Exhibit “Two” and, which the Toyota Defendants subsequently add to Exhibit “One” and Plaintiffs subsequently add to Exhibit “Two,” and such other documents as may be produced in the course of discovery in this case that may include information that includes proprietary interests, trade secrets, and confidential commercial information or information that provides the Toyota Defendants with a competitive advantage and any personal medical and psychological information as may be disclosed or produced in the course of discovery or independently acquired by Toyota Defendants through HIPAA requests that could be used to harass, embarrass or otherwise harm Plaintiffs, provided that counsel for the respective parties first reviews the information and certifies that the enumeration of any such additional information is based upon a good faith belief that it is confidential or otherwise entitled to protection.

**IT IS HEREBY ORDERED THAT:**

1. The term “confidential information” as used in this Stipulated Protective Order shall refer to those documents identified as “Confidential” or “Subject to Protective Order” as described below, and to the substance of any information obtained from such documents that are claimed by the Toyota Defendants to contain proprietary interests, trade secrets, and confidential commercial information, in addition to information that provides the Toyota Defendants a competitive advantage that will be irretrievably lost if the information is acquired by competitors of the Toyota Defendants, and any documents identified as “Confidential” or “Subject to Protective Order” as described below, and to the substance of any information obtained from such

documents that are claimed by Plaintiffs to contain personal medical or psychological information.

2. The documents protected by this Stipulated Protective Order have been designated by:

- (a) Typing, stamping or imprinting upon the document the following words: "CONFIDENTIAL" or "SUBJECT TO PROTECTIVE ORDER;" and
- (b) Applying such in a manner so as not to obscure any information contained therein.

3. All information and documents designated as confidential shall be accorded confidential status until such time as determined otherwise pursuant to the following provisions of the Stipulated Protective Order.

4. Any notes, lists, memoranda, indices, compilations, electronically stored information, reports, records and documents prepared or based on an examination of "confidential information" and any summaries of "confidential information," which quote from, identify or refer to the "confidential information" with such specificity that the "confidential information" can be identified, or by reasonable logical extension can be identified, shall be accorded the same status of confidentiality as the underlying "confidential information" from which they are made and shall be subject to all of the terms of the Stipulated Protective Order.

5. All "confidential information" shall be used for this litigation, shall not be used for any business, commercial or competitive purposes, and shall not be used to harass, embarrass, or otherwise harm a Party's privacy interests **may be disclosed only to the following individuals or entities, and shall not be revealed, discussed or disclosed in any manner or in any form, to any person, entity or judicial tribunal other than:**

- (a) The Court and Court personnel including court reporters retained by the parties;
- (b) Counsel with the law firms representing the parties;
- (c) An employee of counsel with the law firms representing the parties to whom it is necessary that the material be shown for purposes of litigation; and
- (d) Experts or professional advisors and persons regularly employed in their offices retained by a party to assist in the prosecution or defense of this action, but only to the extent necessary for such person to perform their assigned tasks in connection with this action.

6. "Confidential information" shall not be shown or disclosed to persons described in paragraphs 5(b), 5(c), and 5(d) until that person shall be shown this Stipulated Protective Order and signs and dates a written agreement to be bound by the terms of this Stipulated Protective Order, which agreement shall be identical to that set forth in Appendix A of this Stipulated Protective Order.

7. The original and copies of the signed agreement(s) shall be maintained in the possession, custody and control of respective counsel for the parties who disclose discovery marked as Confidential to persons described in paragraphs 5(b), 5(c), and 5(d). The Parties will meet and confer if a party requests the other party to disclose such signed copies to them and if necessary may seek a Court Order requiring the withholding party to disclose such signed copies to them.

8. All persons who receive "confidential information" and/or material or information accorded the status of confidentiality in this action shall maintain the confidentiality of such material and information in accordance with the terms of this Stipulated Protective Order.

9. Copies of discovery responses and documents containing “confidential information” shall not be filed with the Court, except in accordance with Paragraph 10 herein.

10. In the event that any document, deposition testimony, deposition exhibit, interrogatory, answer thereto, exhibit or attachment to an interrogatory or answer, request for production, answer to request for production, documents and/or exhibits accompanying a document request or answer, request for admission or response thereto, motion, memorandum, affidavit, brief or any other submission by any party is filed with the Court which includes, incorporates or quotes “confidential information,” such filings shall be submitted in sealed envelopes and other appropriate containers endorsed to the effect that they are sealed pursuant to this Stipulated Protective Order by reason of containing “confidential information” and shall be maintained under seal and not disclosed, except to the Court, except upon further Order of this Court.

11. To the extent that any “confidential information” is used in the taking of depositions, such “confidential information” shall remain subject to the provisions of this Stipulated Protective Order. At the time any “confidential information” is used in any deposition, counsel for the parties must inform the reporter of this Stipulated Protective Order. The reporter shall operate in a manner consistent with this Stipulated Protective Order and shall separately label the confidential portions of the deposition transcript, including documents and other exhibits containing confidential information. **The confidential information shall be sealed and made part of the original deposition transcript, not any certified copies, and counsel for the Party or Parties claiming Confidentiality shall retain custody and control of the original transcript, or that portion of the original transcript referring to the confidential information and the sealed confidential documents.**

12. The Parties may designate depositions or other testimony concerning the documents and the information contained therein as “confidential information” by:

- (a) Stating orally on the record the day the testimony is given that the information is expected to be “confidential;” and,
- (b) Sending written notice designating by page and line the portions of the transcript of the deposition or other testimony to be treated as “Confidential,” within 10 days after receipt of the transcript.

The reporter shall operate in a manner consistent with this Stipulated Protective Order and shall prepare a separate transcript containing the confidential portions of the deposition, including documents and other exhibits containing “confidential information,” **and counsel for the Party or Parties claiming confidentiality shall maintain custody and control of that portion of the original transcript. Those pages in any transcript referring to confidential information shall include a stamp identifying all such pages as “confidential.”**

13. Any party may apply to the Court for the imposition of further limitations upon the disclosure of specific information if such party deems further limitations are required in specific instances. Any party may apply to the Court for relief from limitations if such party deems such relief is required in specific instances.

14. Nothing in this Stipulated Protective Order shall prevent the Toyota Defendants from amending Exhibit “One” nor the Plaintiffs from amending Exhibit “Two” to identify additional documents that they have designated as confidential and will therefore be subject to the terms of this Stipulated Protective Order.

15. Nothing in this Stipulated Protective Order shall prevent any disclosure if the party designating the information as confidential consents to such disclosure.

16. The execution of this Stipulated Protective Order shall not in any way detract from the right of a party to object to the production of discovery materials on grounds other than confidentiality.

17. Failure by a party to challenge the confidentiality of any document or information at the time of receipt thereof shall not preclude a subsequent challenge thereto. In the event a party to this litigation disagrees with the designation of any information as confidential, the parties shall attempt to dispose of such dispute in good faith on an informal basis. If the disagreement cannot be resolved in this fashion, the party contesting the confidentiality of the material may, by sealed motion setting forth with specificity the items challenged, seek an Order freeing the material in question from the designation as “confidential information.” The party asserting that documents or other tangible litigation materials constitute “confidential information” shall bear the burden of proof that the terms of this Stipulated Protective Order apply. Any information as to which such Motion is made shall remain “confidential information” under the provisions of this Stipulated Protective until further Order of the Court.

18. Nothing contained in this Stipulated Protective Order shall prevent a party to this action from using its own confidential information and material in any way that it sees fit, or from revealing its own confidential information and material to whomever it chooses, without prior consent of any person or of the Court.

19. After the conclusion of this litigation as to all parties, all “confidential information” and all copies thereof shall be either returned to counsel for the other Party, or destroyed by counsel for the other Party. In either event, counsel for the Parties shall execute and provide to counsel for the other Party an affidavit stating under oath that all “confidential information” and all copies thereof have either been destroyed or returned. Moreover, all such “confidential information” shall remain subject to the terms of this



Stipulated Protective Order, and the parties Stipulated to the continuation of jurisdiction and venue of this Court to resolve any disputes arising from the treatment or disposition of “confidential information” after conclusion of this litigation.

20. This Stipulated Protective Order shall not be abrogated, modified, amended or enlarged except by agreement of the parties or by Motion, with notice given to each of the parties.

21. Nothing contained herein shall restrict the presentation of any evidence, including “Confidential Information,” to a jury or the Court during a trial or other hearing of this action. However, such presentation shall not constitute a waiver of any restrictions provided for in this Stipulated Protective Order and the parties agree to take reasonable steps to maintain the confidentiality of any “confidential information” at any hearing or upon trial of this matter in such a manner and until such time as the Court may direct and/or as the parties may otherwise agree. Before any such presentation of “confidential information,” the presenting Party shall provide the other Party with appropriate notice so that the Party claiming confidentiality may have the opportunity to lodge appropriate objections or seek the Court’s direction to prevent disclosure of the “confidential information.”

SO ORDERED, this 9<sup>th</sup> day of July, 2013.



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U.S. Magistrate Judge

STIPULATED TO AND AGREED:

Date: July 8, 2013

s/ Richard J. Hood

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FOR THE DISTRICT OF COLORADO

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**TOYOTA MOTOR CORPORATION**, a Japanese Corporation;  
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Defendants.

**APPENDIX A TO STIPULATED PROTECTIVE ORDER**

I, \_\_\_\_\_, certify that I have read the Stipulated Protective Order dated \_\_\_\_\_, entered in the above-captioned action and further certify that I fully understand the procedural and substantive requirements of that Stipulated Protective Order, a copy of which is attached hereto. Before reviewing or receiving access to any document, material, information and/or discovery subject to the protection of that Stipulated Protective Order and as a condition for such review and/or access, I understand and agree that I am personally bound by and subject to all of the terms and provisions of the Stipulated Protective Order. I subject myself to the jurisdiction and venue of said the U.S. District

Court for the District of Colorado for purposes of enforcement of the Stipulated Protective Order.

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
(print name)

Sworn to and subscribed before me this \_\_\_\_ day of \_\_\_\_\_, 2013.

\_\_\_\_\_  
Notary Public

**EXHIBIT "ONE"**

**Documents Produced by Defendants Subject to a Stipulated Protective Order**

(A) Frame sub-assembly drawings applicable to the 2007-2012 U.S. bound F.J. Cruiser, and Engineering Change Instruction (ECI) sheets mentioned in those drawings.

<b><u>Part No.</u></b>	<b><u>Document Description</u></b>	<b><u>Bates Nos.</u></b>
51001-35A00-C	FRAME SUB-ASSY MY 2007-2010	828213
51001-35A70	FRAME SUB-ASSY MY 2010	828214
51001-35A70-D	FRAME SUB-ASSY MY 2010-2011	828215
51001-35A71-B	FRAME SUB-ASSY MY 2011-2012	828216

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<b><u>ECI No.</u></b>	<b><u>Bates Nos.</u></b>
244WF1808	460780-460790
327WF0120	828531-828536
327WF0473	599674-599755
327WF0551	828537-828544
327WF0578	828545-828551
327WF0661	828560-828565
493WF0032	828552-828559
493WF0095	828566-828574
493WF0240	828590-828597
493WF0242	828575-828581
493WF0295	828582-828589

(B) Rear drive shaft drawings applicable to the 2007-2012 U.S. bound F.J. Cruiser, and ECI sheets mentioned in those drawings.

<b><u>Part No.</u></b>	<b><u>Document Description</u></b>	<b><u>Bates Nos.</u></b>
00421-60029-A	ASSY DRAWING, RR AXLE MY 2007-2010	181294-181294A

00421-60033	ASSY DRAWING, RR AXLE MY 2010	828239
00421-60033-A	ASSY DRAWING, RR AXLE MY 2010-2011	828240
00421-60033-B	ASSY DRAWING, RR AXLE MY 2011	828241
00421-60033-C	ASSY DRAWING, RR AXLE MY 2011-2012	828242
00421-60033-D	ASSY DRAWING, RR AXLE MY 2012	828243
00421-60033-F	ASSY DRAWING, RR AXLE MY 2012	828244

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**ECI No.**

**Bates Nos.**

244WF0363	828427-828428
244WF0482	828429-828430
243WF0313	828431-828432
244WF0580	828433-828435
244WF0883	460937
244WF1896	460940-460945
327WF0055	460964-460971
327WF0294	460972-460978
445WF1613	828439-828445
445WF2732	651807-651812
445WF3116	828458-828463
445WF3254	828464-828512
445WFFV004	828446-828457
445WS0023	828436-828438

(C) Assembly drawings applicable to the fuel system (including the fuel tank, fuel line, fuel tank protector, fuel pressure regulator, fuel pulse damper, fuel injector, canister, filler pipe, and fuel filler neck and cap) of the 2007-2012 U.S. bound F.J. Cruiser, and ECI sheets mentioned in those drawings.

**Part No.**

**Document Description**

**Bates Nos.**

23209-31010-B	INJECTOR SET, FUEL MY 2007	754953
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23209-31010-C	INJECTOR SET, FUEL MY 2007-2012	738020
23209-31060-A	INJECTOR SET, FUEL MY 2007	754954
23209-31060-B	INJECTOR SET, FUEL MY 2007-2010	754955
23209-31100	INJECTOR SET, FUEL MY 2010-2012	707602
23270-31010	DAMPER ASSY, FUEL PRESSURE PULSATION MY 2007	754956
23270-31010-A	DAMPER ASSY, FUEL PRESSURE PULSATION MY 2007-2010	754957
23270-31080	DAMPER ASSY, FUEL PRESSURE PULSATION MY 2010	707604
23270-31080	DAMPER ASSY, FUEL PRESSURE PULSATION MY 2010-2012 (drawing reproduction)	707605
23280-31010-B	REGULATOR ASSY, FUEL PRESSURE MY 2007-2008	828247
23280-31010-C	REGULATOR ASSY, FUEL PRESSURE MY 2008-2010	828248
23280-31050-A	REGULATOR ASSY, FUEL PRESSURE MY 2010-2012	828249
23280-31051	REGULATOR ASSY, FUEL PRESSURE MY 2012	828250
23807-31010-D	PIPE SUB-ASSY, FUEL DELIVERY MY 2007	828235-828236
23807-31010-F	PIPE SUB-ASSY, FUEL DELIVERY MY 2007-2012	828237-828238
23807-31120	PIPE SUB-ASSY, FUEL DELIVERY MY 2007-2012	707607-707608
77020-35120-B	TUBE ASSY, FUEL SUCTION W/PUMP & GAGE, MY 2007	828258-828259
77020-35121	TUBE ASSY, FUEL SUCTION W/PUMP & GAGE, MY 2007-2008	828260-828261
77020-35121-B	TUBE ASSY, FUEL SUCTION W/PUMP & GAGE, MY 2008-2010	828262-828263
77020-35170	TUBE ASSY, FUEL SUCTION W/PUMP & GAGE, MY 2010-2012	828264-828266
77020-35171	TUBE ASSY, FUEL SUCTION W/PUMP & GAGE, MY 2012	828267-828269
77100-35A30	TANK ASSY, FUEL MY 2010	828276-828278
77100-35A30	TANK ASSY, FUEL MY 2010 (drawing reproduction)	828279-828281

77100-35A30-A	TANK ASSY, FUEL MY 2010	828282-828284
77100-35A30-C	TANK ASSY, FUEL MY 2010	828285-828287
77100-35A30-C	TANK ASSY, FUEL MY 2010-2012	828288-828290
77100-35A30-D	TANK ASSY, FUEL MY 2012	828291-828293
77100-3S350-B	TANK ASSY, FUEL MY 2007	828270-828272
77100-3S350-C	TANK ASSY, FUEL MY 2007-2009	828273-828275
77200-35070	TUBE ASSY, FUEL W/CLAMP MY 2007-2010	828294
77200-35130	TUBE ASSY, FUEL W/CLAMP MY 2010-2012	828295
77210-35040-A	PIPE ASSY, FUEL TANK FILLER MY 2007-2012	828296
77300-52040-B	CAP ASSY, FUEL TANK W/TETHER MY 2007	828217-828218
77300-52040-C	CAP ASSY, FUEL TANK W/TETHER MY 2007	828219-828220
77300-52040-D	CAP ASSY, FUEL TANK W/TETHER MY 2007-2008	828221-828222
77300-52040-F	CAP ASSY, FUEL TANK W/TETHER MY 2008-2010	828223-828224
77300-52040-G	CAP ASSY, FUEL TANK W/TETHER MY 2010	828225-828226
77300-52040-H	CAP ASSY, FUEL TANK W/TETHER MY 2010-2011	828227-828228
77300-52040-J	CAP ASSY, FUEL TANK W/TETHER MY 2011	828229-828230
77300-52040-K	CAP ASSY, FUEL TANK W/TETHER MY 2011-2012	828231-828232
77300-52040-M	CAP ASSY, FUEL TANK W/TETHER MY 2012	828233-828234
77606-35070-D	PROTECTOR SUB-ASSY, FUEL TANK MY 2007-2012	828297
77643-35050-A	PROTECTOR, FUEL TANK, NO. 3 MY 2007-2012	828298
77740-35530	CANISTER ASSY, CHARCOAL MY 2007-2010	738096
77740-35530-A	CANISTER ASSY, CHARCOAL MY 2010-2011	738097



77740-35531

CANISTER ASSY, CHARCOAL  
MY 2011-2012

828299

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**ECI No.**

**Bates Nos.**

000GF9BMD

767108-767132

000GF9BRS

828741-828755

000GF9CJ3

828324-828341

000GF9CQF

828928-828946

000GF9CUR

738260-738271

000GF9D46

707735-707743

000GF9DR1

721802-721829

000GF9DUG

828764-828772

000GF9E38

828773-828780

000GF9EMT

828349-828360

000GF9GZ9

828385-828393

000GF9HDM

828394-828414

000GF9HDN

828415-828426

045YF0002

755149-755149

045YF0018

755150

045YF0067

755151

045YF0069

828523-828524

045YF0079

755152-755153

045YF0102

738297-738298

045YF0179

755154-755166

045YF0272

755167-755173

045YF0333

707744-707777

045YF0345

707691-707696

045YF0420

828525-828530

045YF0563

754927-754934

045YS0002

738299

056YF0040

755175-755226

056YF0093

707778-707786

244WF1697

738812-738818

244WF2651

738840-738845

299WF1095

828317-828323

299WF1262

828342-828348

315WF2474

828300-828316

327WF0065

828887-828892

327WF0094

828893-828898

327WF0096

828961-828968

327WF0102	828905-828910
327WF0183	738887-738893
327WF0224	828756-828763
327WF0342	828911-828916
327WF0545	828781-828801
327WF0582	828817-828823
327WF0605	828899-828904
327WF0643	828824-828829
327WF0649	828830-828835
327WR0003	828811-828816
327WR0010	828947-828953
327WR0019	828954-828960
327WS0011	828728-828740
405WF2207	828969-828976
432WF2057	828361-828372
432WF2774	828373-828384
445WF2053	685288-685296
445WF2537	685335-685340
493WF0208	828836-828856
493WF0266	828857-828865
493WF0285	828866-828880
493WF0300	828917-828926
493WF0306	828802-828810
493WF0310	828881-828886
493WH0020	828927

(D) Floor assembly and main body welding drawings applicable to the 2007-2012 U.S. bound F.J. Cruiser and ECI sheets mentioned in those drawings.

<b><u>Part No.</u></b>	<b><u>Document Description</u></b>	<b><u>Bates Nos.</u></b>
00580-35009-C	INSTRUCTION DRAWING, MAIN BODY WELDING, MY 2007-2008	574292-574293
00580-35010	INSTRUCTION DRAWING, MAIN BODY WELDING, MY 2008-2010	574294-574295
00580-35010-B	INSTRUCTION DRAWING, MAIN BODY WELDING, MY 2010-2011	574296-574297
00580-35012-B	INSTRUCTION DRAWING, MAIN BODY WELDING, MY 2011-2012	652080-652081
00580-35012-C	INSTRUCTION DRAWING, MAIN BODY WELDING, MY 2012	828245-828246
00610-35010-L	INSTRUCTION DRAWING, SIDE PANEL WELDING, MY 2007-2008	574298-574300

00610-35012	INSTRUCTION DRAWING, SIDE PANEL WELDING, MY 2008-2012	574301-574303
57012-35080	BODY SUB-ASSY, UNDER, RR MY 2007-2012	828255
57012-35081	BODY SUB-ASSY, UNDER, RR MY 2010	828256
57012-35082	BODY SUB-ASSY, UNDER, RR MY 2012	828257
58101-3G210	PAN SUB-ASSY, FR FLOOR MY 2007-2009	828251
58101-3G210-C	PAN SUB-ASSY, FR FLOOR MY 2009-2010	828252
58101-3G210-F	PAN SUB-ASSY, FR FLOOR MY 2010-2011	828253
58101-3G210-H	PAN SUB-ASSY, FR FLOOR MY 2011-2012	828254

**ECI No.**

**Bates Nos.**

327WP0209	573505
327WP0232	828651-828658
327WP0250	573407
327WP0372	828659-828670
327WP0374	828598-828605
327WP0529	573408
327WP0990	828606-828612
327WP0995	573491-573497
327WP1067	828671-828679
327WP1331	828680-828686
327WP1367	828687-828693
327WP1607	573409-573470
327WP1709	828613-828620
327WP1747	828621-828631
327WP1780	828694-828700
327WP1790	828710-828718
327WP1848	573471-573479
327WP1862	828632-828639
327WP1887	573480-573490
327WP1930	828701-828709
327WRP019	573506-573514
327WRP254	573498-573504

327WSP004  
 493WP0156  
 493WP0206  
 493WP0387  
 493WP0489  
 493WPV029  
 493WSP007

573699  
 820709-820731  
 651816-651824  
 828640-828650  
 828513-828522  
 828719-828727  
 651813-651815

(E) Relevant crash test reports applicable to the 2007-2012 U.S. bound F.J. Cruiser.

<u><b>Document Description</b></u>	<u><b>Model Year</b></u>	<u><b>Bates Nos.</b></u>
<b>HEAD ON</b>		
Test Report No. RRMS-051021 155L 35mph Frontal Collision Test (AM50 w/belt) FMVSS 204, 208, 212, 219 and 301 Video	2007-2012	573815-573840 J 600496-600521 E  575704
Test Report No. RRMS-051022 155L 25mph Frontal Collision Test (AM50 w/o belt; FMVSS 208 Video	2007-2012	573841-573863 J 600522-600544 E  575705
Test Report No. RRMS-051025 155L 30mph Frontal Collision Test (AF05 w/belt); FMVSS 208 Video	2007-2011	573910-573934 J 600591-600615 E  575708
Test Report No. RRMS-051027 155L 25mph Frontal Collision Test (AF05 w/o belt); FMVSS 208 Video	2007-2012	573960-573982 J 600641-600663 E  575709
Test Report No. RRMS-091005 35mph head-on (FMVSS 301) Video	2010-2010	651963-651980 J  652059
Test Report No. RRMS-101001 35mph head-on (FMVSS 208, 212, 219)	2011-2012	651907-651934 J

<i>Video</i>		652057
<i>Test Report No. RRMS-101003</i> <i>30mph head-on</i> <i>(FMVSS 208)</i> <i>Video</i>	<i>2011-2012</i>	<i>651935-651962 J</i>  <i>652058</i>
<b><i>RIGHT OBLIQUE</i></b>		
<i>Test Report No. RRMS-051023</i> <i>155L 25mph Right Oblique</i> <i>Collision Test (AM50 w/o belt)</i> <i>FMVSS 208</i> <i>Video</i>	<i>2007-2012</i>	<i>573864-573886 J</i> <i>600545-600567 E</i>  <i>575706</i>
<i>Test Report No. RRMS-051032</i> <i>155L 30mph Right Oblique Collision</i> <i>Test (AM50 w/belt); FMVSS 301</i> <i>Video</i>	<i>2007-2009</i>	<i>574000-574016 J</i> <i>600681-600697 E</i>  <i>575711</i>
<i>Test Report No. RRMS-091004</i> <i>30mph right oblique</i> <i>(FMVSS 301)</i> <i>Video</i>	<i>2010-2012</i>	<i>651997-652014 J</i>  <i>652061</i>
<b><i>LEFT OBLIQUE</i></b>		
<i>Test Report No. RRMS-051024</i> <i>155L 25mph Left Oblique</i> <i>Collision Test (AM50 w/o belt)</i> <i>FMVSS 208</i> <i>Video</i>	<i>2007-2012</i>	<i>573887-573909 J</i> <i>600568-600590 E</i>  <i>575707</i>
<i>Test Report No. RRMS-051031</i> <i>155L 30mph Left Oblique Collision</i> <i>Test (AM50 w/belt); FMVSS 301</i>	<i>2007-2009</i>	<i>573983-573999 J</i> <i>600664-600680 E</i>
<i>Test Report No. RRMS-091003</i> <i>30mph left oblique</i> <i>(FMVSS 301)</i> <i>Video</i>	<i>2010-2012</i>	<i>651981-651996 J</i>  <i>652060</i>

**OFFSET**

<i>Test Report No. RRMS-051026 155L 25mph Left Offset Frontal Deformable Barrier Test (AF05 w/belt); FMVSS 208</i>	<i>2007-2012</i>	<i>573935-573959 J 600616-600640 E</i>
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<i>Test Report No. RRMS-051029 155L 40mph Left Offset Frontal Deformable Barrier Test Video</i>	<i>2007-2010</i>	<i>575715-575745 J 600465-600495 E  575710</i>
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<i>Test Report No. RRMS-101007 40mph ODB Video</i>	<i>2011-2012</i>	<i>651872-651906 J  652056</i>
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**LINCAP**

<i>Test Report No. RRMS-052005 LINCAP Right Side Collision Test on 155L (Non-SIAB specification, Passenger side) Video</i>	<i>2007-2012</i>	<i>574082-574155 J 600763-600836 E  850672-850676</i>
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<i>Test Report No. RRMS-052006 LINCAP Left Side Collision Test on 155L (SIAB specification, driver side) Video</i>	<i>2007-2012</i>	<i>574017-574081 J 600698-600762 E  575712</i>
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**Car to Car Rear-End**

<i>Test Report No. RRMS-052015 155L 55mph Left Side 70% Overlap Rear-end Collision Test (FMVSS 301) Video</i>	<i>2007-2012</i>	<i>829226-829233 J 829234-829241 E  829409-829412</i>
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**SENSOR ON/OFF**

<i>Test Report No. RRMS-051034 155L Airbag Sensor (ON/OFF, Lo/Hi) Confirmation Test (low speed frontal)</i>	<i>2007-2012</i>	<i>829120-829172 J 829173-829225 E</i>
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(F) Documents related to Failure Mode and Effect Analysis applicable to the frame sub assembly, rear drive shaft, main body welding, floor assembly and fuel system (including the fuel tank, fuel line, fuel tank protector, fuel pressure regulator, fuel pulse damper, fuel injector, canister, filler pipe, and fuel filler neck and cap) of the 2007-2012 U.S. bound F.J. Cruiser.

<b><u>Document Description</u></b>	<b><u>Bates Nos.</u></b>
<i>155L 64km/h ODB Frontal Collision Formal Genzu Drawing Model Ability Confirmation</i>	827325-827376
<i>155L 64km/h ODB RrFloor × RockerInner SPOT Breaking Countermeasure</i>	827377-827456
<i>155L 64km/h ODB Frontal Collision</i>	827457-827499
<i>Untitled</i>	827500-827543
<i>Examination of the Possibility of Base Material Breaking</i>	827544-827589
<i>Regarding 155L SE ODB Frontal Collision</i>	827590-827638
<i>Untitled</i>	827639-827654
<i>Displacement Rank Graph</i>	827655-827696
<i>Side View of Vehicle Deformation Drawing</i>	827697-827758
<i>Untitled</i>	827759-827807
<i>155L 64km/h ODB Frontal Collision Countermeasure Examination Meeting Hondout</i>	827808-827822
<i>AS CAE Genzu Drawing 2 Corner Countermeasure Calculation Result</i>	827823-827856
<i>AS CAE Genzu Drawing First Calculation Result</i>	827857-827895

<i>Comparison to Test and Calculation</i>	827896-827935
<i>155L ODB Rapid Report</i>	827936-827966
<i>Examination of the 2 Corner Part Using Cut Model</i>	827967-828031
<i>155L CAE Genzu Drawing</i>	828032-828075
<i>155L 64km/h ODB Belt Line Reinforcement Effect Examination</i>	828076-828124
<i>155L 64km/h ODB Frontal Collision Analysis</i>	828125-828164
<i>155L ODB Rocker ME Examination</i>	828165-828174
<i>155L 64km/h ODB Frontal Collision Formal Genzu Drawing Model Ability Confirmation</i>	828175-828179
<i>Untitled</i>	828180-828183
<i>Side View of Vehicle Deformation Drawing</i>	828184-828212



## **EXHIBIT “TWO”**

### **Documents Produced by Plaintiffs Subject to a Stipulated Protective Order**

1. “McDonald – 000194 through 000286” – Kellen McDonald medical records from University of Utah Hospital.
2. “McDonald – 000287 through 001271” – Kellen McDonald medical records from Children’s Hospital.
3. “McDonald – 001272 through 001341” – Kellen McDonald plastic surgery records from Dr. Elliott Rose.
4. “McDonald – 001342 through 001354” – Kellen McDonald therapy records from Dr. Robert Tinker.
5. “McDonald – 001355 through 001433” – Leslie McDonald San Juan Regional Medical Center records.
6. “McDonald – 001434 through 001444” – Leslie McDonald University of Colorado Hospital records.
7. “McDonald – 001445 through 001725” – Billing Records and Expenses.