

STATE OF MINNESOTA
COUNTY OF HENNEPIN

DISTRICT COURT
FOURTH JUDICIAL DISTRICT

In re: Syngenta Litigation

This Document Relates to: ALL ACTIONS

Case Type: Civil Other
Honorable Thomas M. Sipkins

File No.: 27-CV-15-3785

JOINT PROPOSAL

Pursuant to paragraph 10 of the Court’s August 5, 2015 Order Appointing Lead Counsel, the parties have extensively met and conferred and jointly submit this proposal for the matters contemplated by the Order.

Scheduling Order. The parties (each of the parties is referred to individually as a “party” and collectively as the “parties”) have proposed Scheduling Order #1, which is attached as Exhibit A to this Order.

Protective Order. The parties have proposed a stipulated Protective Order to facilitate the production, exchange, and discovery of documents and information that the parties agree merit confidential treatment, which is attached as Exhibit B to this Order.

ESI Protocol. The parties have proposed an ESI Protocol for the Production of Data (“Protocol”), which is attached as Exhibit C to this Order.

Date: September 4, 2015

Respectfully Submitted by:

/s/ Lewis A. Remele, Jr.

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Date: September 4, 2015

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STATE OF MINNESOTA
COUNTY OF HENNEPIN

DISTRICT COURT
FOURTH JUDICIAL DISTRICT

In re: Syngenta Litigation

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Case Type: Civil Other
Honorable Thomas M. Sipkins

File No.: 27-CV-15-3785

[PROPOSED]
SCHEDULING ORDER NO. 1

It is hereby ORDERED that the following schedule shall apply to the initial phase of this case:

Filing of Consolidated Master Complaints and Responsive Pleadings

1. Plaintiffs shall file and serve a consolidated master complaint[s] no later than October 2, 2015. The Court understands that there may be one consolidated master complaint by non-producer plaintiffs and one consolidated master complaint by producer plaintiffs.

2. Plaintiffs shall complete service on all Defendants who have not yet been served by no later than 60 days after Plaintiffs' filing of consolidated master complaints. Claims against Defendants who have not been properly served shall be dismissed unless good cause exists to extend the service deadline.

3. Any plaintiff wishing to join in one of the consolidated master complaints shall file a notice to conform. On or before October 9, 2015, the parties shall meet and confer on a form of notice to conform and a deadline for plaintiffs to file said notice to conform, and shall submit a joint or competing proposals to the Court by October 16, 2015.

4. Provided that Defendants are properly served as set forth in paragraph 2, the following schedule shall govern Defendants' anticipated motions to dismiss:

- a. Defendants shall file their motions to dismiss the consolidated master complaints on or before November 9, 2015;
 - b. Plaintiffs shall file their consolidated opposition to Defendants' motions to dismiss the consolidated master complaints on or before December 1, 2015;
 - c. Defendants shall file their replies in support of their motions to dismiss the consolidated master complaints on or before December 22, 2015;
 - d. The Court shall conduct a hearing on Defendants' motions to dismiss the consolidated master complaints on _____.
5. The parties will meet and confer on the page limits to apply for the various motions to dismiss and file a proposed stipulation and order with the Court for its review and approval.
6. To the extent necessary, the parties will meet and confer to establish a separate briefing schedule as to any non-conforming complaints.
7. The foregoing provisions in paragraphs 4-6 above shall not apply to claims brought by plaintiffs who do not reside in one of the 22 states currently at issue in the federal MDL, as explained below.

Stipulated Deferral Of Claims Originating From Certain States

8. The actions that are pending before this Court and that may be filed in this Court in the future (the "Minnesota Consolidated Proceeding") concern the same subject matter as a federal proceeding captioned *In re Syngenta AG MIR 162 Corn Litigation*, MDL Docket No. 2591 (the "MDL Proceeding"), that is pending before the Hon. John W. Lungstrum in the United States District Court for the District of Kansas (the "MDL Court").

9. The Minnesota Consolidated Proceeding and the MDL Proceeding both include plaintiffs from the following 22 states (the “MDL States”): Minnesota, Alabama, Arkansas, Colorado, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Michigan, Mississippi, Missouri, Nebraska, North Carolina, North Dakota, Ohio, Oklahoma, South Dakota, Tennessee, Texas, and Wisconsin.

10. The overwhelming majority of the current and anticipated plaintiffs in the Minnesota Consolidated Proceeding hail from the MDL States. Plaintiffs anticipate that the Minnesota Consolidated Proceeding will include a small number of plaintiffs from all 28 additional states.

11. The parties stipulate and the Court hereby finds that initially focusing on the cases brought by plaintiffs who reside in the MDL States will further the just and efficient disposition of this litigation and therefore the circumstances presented by the Minnesota Consolidated Proceeding warrant the adoption of certain procedures to manage these litigations.

12. As a result, all proceedings in cases (currently pending and future-filed) brought by plaintiffs who do not reside in one of the 22 states currently at issue in the federal MDL are deferred pending further Order of this Court.

SO ORDERED this ___ day of _____, 2015

BY THE COURT:

Thomas M. Sipkins
Judge of District Court

STATE OF MINNESOTA
COUNTY OF HENNEPIN

DISTRICT COURT
FOURTH JUDICIAL DISTRICT

In re: Syngenta Litigation

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[PROPOSED]
STIPULATED PROTECTIVE ORDER

The parties agree that during the course of discovery it may be necessary to disclose certain confidential information relating to the subject matter of this consolidated litigation (“Action”). They agree that certain categories of such information should be treated as confidential, protected from disclosure outside this litigation, and used only for purposes of prosecuting or defending these actions, and any appeals therefrom. The parties jointly request entry of this Stipulated Protective Order (the “Order”) to facilitate the production, exchange, and discovery of documents and information that the parties agree merit confidential treatment.

The parties assert there is “good cause” for their request under Minn. R. Civ. P. 26. The parties anticipate that various non-publicly available documents of a sensitive, confidential, proprietary or commercially valuable nature will be produced in this litigation, including but not limited to scientific research and development, financial documents not shared with the general public, proprietary marketing and manufacturing documents and communications with governmental agencies that are exempt from disclosure under the Freedom of Information Act. Entry of this protective order will ensure the continued confidentiality of such non-publicly available information.

For good cause shown under Rule 26.03, the Court grants the parties' Stipulated Protective Order and hereby enters the following Protective Order:

1. **Scope.** This Stipulated Protective Order ("Protective Order") governs the treatment of all documents and other products of discovery, all information derived or extracted therefrom and including, but not limited to, all copies, excerpts or summaries thereof of any depositions, deposition exhibits, interrogatory answers, responses to requests for admission and any other discovery authorized by the Minnesota Rules of Civil Procedure, as well as any other disclosed information (collectively "Discovery Material") produced by any party or non-party ("Producing Party") in the above-captioned Action, including individual cases during their pendency in this Action and after remand or transfer to other courts, and all cases currently or in the future tagged for potential transfer to this Action. This Protective Order governs Confidential and Highly Confidential Discovery Materials.

2. **Limitation on Use.** Discovery Material may be used solely for the prosecution, defense, appeal and/or settlement of litigation of the Action, including such actions after remand or transfer to other courts, as discussed in paragraph 1, and the enforcement of insurance rights with respect to this Action, and may be disclosed only under the circumstances and to the persons specifically provided for in this or subsequent Court Orders, or with the prior written consent of the Producing Party with respect to specifically identified Discovery Material and may not be used for any other purpose, including but not limited to:

- a. The prosecution or defense of other actions not subject to this Protective Order;
- b. In any proceeding before or application to any government agency;
- c. In client solicitation or attorney advertising materials;

- d. Disclosure to media or competitors of parties to the Action; or
- e. Any purpose other than the prosecution or defense of this Action.

3. **Definition of Confidential Discovery Material.** Any Producing Party may designate as “Confidential” any Discovery Material that it believes in good faith contains legally protectable information in accordance with Rule 26.03 of the Minnesota Rules of Civil Procedure, such as:

- a. Non-public or personal information regarding the identity of and marketing information regarding customers, growers, elevators, vendors, contractors, suppliers, and other non-parties with whom the parties do business (including Social Security numbers, tax returns, medical, investment, credit and banking information);
- b. Proprietary business information and trade secrets, including licensing, distribution, marketing, design, redevelopment, research, test data and manufacturing information regarding products or technology, whether or not previously or currently marketed or under development;
- c. Clinical studies;
- d. Competitor and competitor product or technology information, including third party product or technology licenses;
- e. Production information, including, but not limited to trade secrets or confidential research, development, or commercial information;
- f. Financial Information not publicly filed with any federal or state regulatory authority;

- g. Information submitted to the EPA, FDA, USDA, or any other governmental agency, that under applicable regulations is exempt from disclosure under the Freedom of Information Act;
- h. Information that a party obtained from another entity and which the party is required to keep confidential pursuant to an agreement entered into with such entity in the regular course of business;
- i. Information contained in insurance policies that may cover this Action;
- j. Personnel compensation, evaluations or other private employment information; or
- k. Confidential or proprietary information about affiliates, parents, subsidiaries or third parties with whom the Parties to this action have had or have endeavored to have business relationships.

Information or documents that are available to the public may not be designated as Confidential. All Discovery Material so designated shall be referred to in this Protective Order as “Confidential Discovery Material” and shall be handled in strict accordance with the terms of this Protective Order.

4. Definition of Highly Confidential Discovery Material. Any Producing Party may designate any Discovery Material as “Highly Confidential” if such party in good faith believes that such Discovery Material contains Highly Confidential information. All Discovery Material so designated shall be referred to in this Protective Order as “Highly Confidential Discovery Material” and shall be handled in strict accordance with the terms of this Protective Order. Highly Confidential Discovery Material means information not otherwise publicly available that the Producing Party believes, in good faith, would harm the competitive position of

the producing person if the information were to be disclosed other than as permitted herein, such as:

- a. current and future business and marketing plans;
- b. research and development activities (including past research and development);
- c. work with third party collaborators or licensees under obligations of confidentiality;
- d. financial and other information relating to market share, facility capacities, customer volume, revenues, costs, and profits;
- e. correspondence with or submissions to government entities that were designated confidential at the time of transmittal and remains confidential as of the date of production;
- f. tax returns;
- g. trade secrets; and
- h. any other similar information.

5. Designation of Confidential Discovery Material. For Discovery Material in the form of physical objects or documents, such Discovery Material shall be designated, as appropriate, by stamping or affixing, in an unobtrusive manner, the legend “**CONFIDENTIAL**” to all production pages of any document containing Confidential Discovery Material and “**HIGHLY CONFIDENTIAL**” to all pages of any document containing Highly Confidential Discovery Material. If the aforementioned forms of designation are infeasible, the Parties shall note the designation in the filename, metadata and/or by written notice to counsel for the Parties. Materials such as videotapes, audio tapes, and electronic media such as computer disks, compact

discs, or DVDs, which contain or include Confidential or Highly Confidential Discovery Material, shall be designated by affixing the appropriate legend on the package thereof. Any such designation shall subject the document its contents, or any portion thereof, to this Protective Order without any further act on the part of the Producing Party.

- a. A Producing Party may, on the record of a deposition, or within twenty-one (21) calendar days after receipt of the transcript(s) of such deposition, designate in good faith any portion or portions of such transcript(s), including exhibits and videotape, as Confidential or Highly Confidential Discovery Material under the terms of this Protective Order. Until the above-referenced twenty-one day period expires, the complete deposition transcript and videotape shall be treated as Highly Confidential Discovery Material unless otherwise specified in writing or on the record of the deposition by the Producing Party. If deposition transcripts that contain information or material designated as Confidential or Highly Confidential Discovery Material are filed with the Court, the portions of such transcripts so designated shall be filed in accordance with the Section herein for the Procedure for Filing with the Court.
- b. In the case of documents being made available for inspection, at the request of counsel for Producing Party, all documents and things produced for inspection during discovery shall initially be considered to contain Highly Confidential Discovery Material. All such documents and things initially shall be fully subject to the limitations on disclosure and use of Highly Confidential Discovery Material in this Protective Order. Copies of

documents and things requested by the Receiving Party shall be made in accordance with normal production procedures, and delivered to the Receiving Party; such process shall be performed promptly and shall not await the production or inspection of other documents or things.

- c. In the case of reports created by an expert or consultant relying on or incorporating Confidential or Highly Confidential Discovery Material in whole or in part, designation shall be made by the Party responsible for its creation by notation on the report.

6. Who May Access Confidential Discovery Material. Confidential Discovery Material may only be disclosed, summarized, described, or otherwise communicated or made available in whole or in part without written consent from the Producing Party *only* to the following persons:

- a. The parties to this litigation, including Plaintiffs and Class Representatives, including any current or former officers, directors, employees, agents and representatives of the parties to the extent that such person(s) are assisting in the prosecution or defense of the Action—provided, however, that any document obtained from the FSA (Farms Services Agency), USDA (United States Department of Agriculture), CCC (Commodity Credit Corporation), or any other government entity that relates to any Plaintiff may not be disclosed, summarized, described, or otherwise communicated or made available in whole or in part to any other Plaintiff;

- b. Outside counsel who have entered an appearance in this Action or who have entered an appearance in any cases currently or in the future tagged for potential transfer to this Action, including all related cases remanded or transferred from this Court to state or federal court, and their respective attorneys, legal, investigative, technical, administrative and other support staff;
- c. In-house counsel and any paralegal or support staff working for and directly reporting to such counsel for any party;
- d. Third party experts, vendors or consultants retained to assist counsel for the parties, provided that any such experts or consultants execute the Acknowledgement and Consent Form (“Acknowledgement”), attached hereto as Exhibit A, prior to any disclosure to such expert(s) or consultant(s), and that a copy of such signed Acknowledgement is retained by counsel who retained such an expert or consultant. Disclosure of Confidential Discovery Material to an expert or consultant shall not constitute a designation of the person as an expert whose opinions may be presented at trial. Discovery of consultants and experts will be taken in accordance with the Minnesota Rules of Civil Procedure;
- e. Any potential, anticipated or actual fact witness and his or her counsel, if separate from counsel to the parties, when such disclosure is reasonably necessary for the purpose of trial preparation, factual investigation, or discovery, provided that any such persons execute the Acknowledgement

prior to disclosure and a copy of such signed Acknowledgement is retained by counsel for the party making disclosure;

- f. The author, addressee or recipient of the document or any other person who, from the face of the document, reviewed or had access to such document (not including a person who received the document solely in the course of the litigation);
- g. Stenographers or court reporters who record testimony taken at any time or place in the course of this Action or persons operating video recording equipment of and at such testimony;
- h. The Court, Court personnel, any other person designated by the Court in this Action and members of the jury;
- i. Any mediator or third party appointed by the court or jointly selected by the parties for settlement purposes;
- j. Commercial copy service, translators, data entry and computer support organizations, and such persons who assist in preparing demonstrative trial exhibits, hired by and assisting outside counsel for a party, provided such commercial organizations are made aware of and agree to abide by the provisions of this Protective Order; and
- k. Any other person agreed to in writing by the Designating Party, which agreement shall not be unreasonably withheld.

7. **Who May Access Highly Confidential Discovery Material.** Highly Confidential Discovery Material may be disclosed, summarized, described, or otherwise

communicated or made available in whole or in part without written consent from the Producing Party *only* to the following persons

- a. Outside counsel who have entered an appearance in this Action or who have entered an appearance in any cases currently or in the future tagged for potential transfer to this Action, including all related cases remanded or transferred to this Court, and their respective attorneys, legal, investigative, technical, administrative and other support staff;
- b. In-house counsel and any paralegal or support staff working for and directly reporting to such counsel for any party;
- c. Third party experts or consultants retained to assist counsel for the parties, provided that any such experts or consultants execute the Acknowledgement prior to any disclosure to such expert(s) or consultant(s), and that a copy of such signed Acknowledgement is retained by counsel who retained such an expert or consultant. Disclosure of Highly Confidential Discovery Material to an expert or consultant shall not constitute a designation of the person as an expert whose opinions may be presented at trial. Discovery of consultants and experts will be taken in accordance with the Minnesota Rules of Civil Procedure;
- d. The author, addressee or recipient of the document or any other person who, from the face of the document, reviewed, had access to such document or had access to the information contained in such document (not including a person who received the document solely in the course of the litigation);

- e. Stenographers or court reporters who record testimony taken at any time or place in the course of this Action or persons operating video recording equipment of and at such testimony;
- f. The Court, Court personnel, any other person designated by the Court in this Action and members of the jury;
- g. Any mediator or third party appointed by the court or jointly selected by the parties for settlement purposes;
- h. Commercial copy service, translators, data entry and computer support organizations, and such persons who assist in preparing demonstrative trial exhibits, hired by and assisting outside counsel for a party, provided such commercial organizations are made aware of and agree to abide by the provisions of this Protective Order;
- i. Any other person agreed to in writing by the Designating Party, which agreement shall not be unreasonably withheld; and
- j. In a deposition in which counsel for the Producing Party is participating, any current or former employee of the Producing or Designating Party who is expressly mentioned, discussed or referred to in the material sought to be disclosed to that person and who had responsibility or oversight for the subject matter referenced in the document, provided that such current or former employee executes the Acknowledgment.

8. Unauthorized Disclosure of Confidential or Highly Confidential Discovery

Material. If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed Confidential or Highly Confidential Discovery Material to any person or in any circumstance not

authorized under this Order, the Receiving Party must, as soon as reasonably practicable, (a) notify in writing the Designating Party of the unauthorized disclosures, (b) make reasonable efforts to retrieve all copies of the Confidential or Highly Confidential Discovery Material, (c) inform the person or persons to whom unauthorized disclosures were made of all the terms of this Order, and (d) request such person or persons execute the Acknowledgment.

9. Third Party Requests for Information. If any Receiving Party is (a) subpoenaed in another action, (b) served with a demand in another action to which it is a party, or (c) served with any legal process by one not a party to this Action (including any federal state or foreign government agency), seeking Discovery Material which was produced or designated as Confidential or Highly Confidential by someone other than the Receiving Party, the Receiving Party upon determining that such Discovery Materials are within the scope of the demand, subpoena, or legal process, shall give written notice, at the earliest possible time, of such subpoena, demand or legal process, to those who produced or designated the material Confidential or Highly Confidential. The person or Party to whom the subpoena or request is directed shall not take any position concerning the propriety of such request or subpoena or the discoverability of the information sought that is adverse to the Designating Party should the Designating Party oppose the request for production of such documents or materials. Other than the obligation to comply with these requirements, this Protective Order is not intended to affect a Party's obligation to respond to such a subpoena or request and nothing herein shall require any Party to ignore or act in contempt of any court order or direction of any governmental entity.

10. Inadvertent Failure to Designate. The inadvertent failure to stamp a document, or a portion thereof, with the Confidential or Highly Confidential designation in no way alters or waives the protected and confidential nature of the document otherwise deserving of such a

designation and does not remove it from the scope of this Protective Order, provided that the Producing Party notifies the Receiving Party, in writing, within fourteen (14) days after becoming aware that the Confidential or Highly Confidential Discovery Material was not properly designated. Such written notice shall identify with specificity the information or documents the Producing Party is then designating to be Confidential or Highly Confidential Discovery Material and shall promptly provide a replacement copy of such material with the appropriate “Confidential” or “Highly Confidential” designation thereupon. Treatment of inadvertently produced Confidential Material in a manner inconsistent with this Protective Order prior to notice of such inadvertent production is not a breach of this Protective Order. If such material were disclosed by the Receiving Party to anyone not authorized to receive re-designated Confidential or Highly Confidential Discovery Material, the Receiving Party shall make commercially reasonable efforts to retrieve the information promptly and avoid any further disclosure.

11. Inadvertent Production of Documents Subject to Immunity from Discovery.

The inadvertent disclosure or production of any information or document that is subject to an objection on the basis of attorney-client privilege or work-product protection, including, but not limited, to information or documents that may be considered Confidential or Highly Confidential Discovery Material under the Protective Order, will not be deemed to waive a party’s claim to its privileged or protected nature or estop that party or the privilege holder from designating the information or document as attorney-client privileged or subject to the work product doctrine at a later date. Any Receiving Party receiving any such information or document must return it upon request to the Producing Party. Upon receiving such a request as to specific information or documents, the Receiving Party must return or destroy the information or documents to the

Producing Party within seven calendar days, regardless of whether the Receiving Party agrees with the claim of privilege and/or work-product protection. Disclosure of the information or document by the other party prior to such later designation will not be deemed a violation of the provisions of this Order. On request, the Producing Party shall promptly supply replacement images or placeholders in addition to an overlay for the loadfile. Nothing in this Section shall be construed as preventing any party from objecting to or challenging the designation of any Discovery Material as privileged or protected.

12. Procedure for Filing with the Court. In the event a party seeks to file any document containing Confidential or Highly Confidential Discovery Material subject to protection under this Protective Order with the Court, that party must take appropriate action to insure that the document receives proper protection from public disclosure including: (a) filing a redacted document with the consent of the party who designated the document as confidential; (b) where appropriate (e.g., in relation to discovery and evidentiary motions), submitting the document solely for in camera review; or (c) by filing under seal in accordance with Minnesota Rule of General Practice 11.

Nothing in this Order will be construed as a prior directive that any document may remain under seal. The mere designation of information as Confidential or Highly Confidential may not be sufficient to satisfy the Court's requirement for filing under seal. Each Party is authorized hereunder to file a request that any materials produced in this litigation be filed under seal in accordance with this Order.

13. Effect on Discovery. This Protective Order shall not enlarge or affect the proper scope of discovery in this Action, nor shall this Protective Order imply that Discovery Material designated as Confidential or Highly Confidential under the terms of this Protective Order is

properly discoverable, relevant or admissible in this Action or in any other litigation. Discovery Material produced in this Action can only be used in conjunction with this Action, including individual cases during their pendency in and possible remand from MDL No. 2591 and individual cases currently or in the future tagged for potential transfer to this MDL. Nothing in this Protective Order shall be interpreted to require disclosure of materials which a party contends are protected from disclosure by the attorney-client privilege or the attorney work-product doctrine.

14. Advice of Clients. Nothing in this Protective Order shall bar or otherwise restrict any attorney from rendering advice to his or her client with respect to this litigation and, in the course of rendering advice, referring to or relying generally on the examination of Confidential or Highly Confidential Discovery Material produced or exchanged; provided, however, that in rendering such advice and in otherwise communicating with his or her client, the attorney shall not disclose the contents of any Confidential or Highly Confidential Discovery Material produced by another party if that disclosure would be contrary to the terms of this Protective Order

15. Challenging Confidentiality Designations. The designation of any material or document as Confidential or Highly Confidential is subject to challenge by any party. Before filing any motion or objection to a confidentiality designation, the objecting party must provide written notice identifying the challenged materials by Bates number. The parties must then meet and confer in good faith to resolve the objection informally without judicial intervention. A party that elects to challenge a confidentiality designation may file and serve a motion that identifies the challenged material and sets forth in detail the basis for the challenge. The burden of proving the necessity of a confidentiality designation remains with the party asserting confidentiality.

Until the court rules on the challenge, all parties must continue to treat the materials as Confidential or Highly Confidential under the terms of this Order. In the event that the challenged material's designation should be changed, the Producing Party shall reproduce copies of all materials and metadata with their designations removed or changed in accordance with the ruling within fourteen (14) calendar days of the ruling.

16. Termination. Except as otherwise agreed in writing by the parties, within sixty (60) days after the entry of final judgment in the cases in this Action (including resolution of appeals or petitions for review), each party shall undertake commercially reasonable efforts to return to the Producing Party or destroy all Confidential and Highly Confidential Discovery Material supplied by a Producing Party and all copies thereof (including, without limitation, copies provided to testifying or consulting experts) or the party's counsel shall certify in writing to the Producing Party that all such materials in their possession, custody or control have been destroyed. This Protective Order shall survive the final termination of this Action with respect to any such Confidential or Highly Confidential Discovery Material.

Notwithstanding these provisions, counsel shall be permitted to retain copies of court filings, papers served in connection with this Litigation, transcripts (including deposition, hearing and trial transcripts), exhibits and work product containing or reflecting Confidential or Highly Confidential Discovery Material. Counsel for each party is not required to review and/or destroy any or all emails, electronic documents and/or back-up tapes that may contain Confidential or Highly Confidential Discovery Material. Instead, counsel is required to maintain such Confidential or Highly Confidential Discovery Material in confidence and consistent with the terms of this Protective Order. No portion of this provision requires the disclosure of attorney work product to any other party or counsel at any time.

17. **Persons Bound by Protective Order and Applicability to Parties Later Joined.** This Order will take effect when entered and is binding upon all counsel and their law firms, parties, and persons subject to this Order by its terms. In the event additional parties join or are joined in this Action, they shall have 14 days to file objections as to why his or her individual case shall not be governed by this Order. After the expiration of the 14 days or, if an objection is filed, after the Court overrules such an objection, the new party shall have access to Confidential or Highly Confidential Discovery Material and shall be fully bound by this Protective Order.

18. **Amendment.** Any party may apply to this Court, upon written notice, in accordance with the Rules of this Court, for an Order amending, modifying or vacating all provisions of this Protective Order. Nothing in this Protective Order shall be construed as prejudicing any Producing Party's right to seek an agreement or Court Order providing additional confidentiality or other protections to any Confidential or Highly Confidential Discovery Material produced in this Action. Until such agreement or order is obtained, however, this Protective Order shall constitute the entire agreement of the parties with respect to the matters covered herein.

19. **Jurisdiction.** The provisions of this Order shall survive the termination of this Action and a party may seek leave to reopen the case to enforce the provisions of this Order. No part of the restrictions imposed by this Order may be waived or terminated, except by written stipulation executed by counsel of record for each Designating Party or by an Order of the Court for good cause shown.

20. **Protections Extended to Third-Party's Confidential Material.** The parties agree to extend the provisions of this Protective Order to Confidential and Highly Confidential

information produced in this case by third parties, if timely requested by the third party. Any party, in conducting discovery from non-parties in connection with the Actions, shall provide any non-party from which it seeks discovery with a copy of this Order so as to inform each such non-party of his, her, or its rights, herein. If a non-party provides discovery to any party in connection with the Actions, the provisions of this Order shall apply to such discovery as if such discovery were being provided by a party. Under such circumstances, the non-party shall have the same rights and obligations under the Order as held by the parties.

21. Limitation on Use of Confidentiality Designations. This Protective Order has been agreed to by the parties to facilitate discovery and the production of relevant information in these actions. Neither the entry of this Order, nor the designation of any information, document or the like as Confidential or Highly Confidential Discovery Material, nor the failure to make such designation, shall constitute evidence with respect to any issue in these actions. Similarly, no Producing Party waives any right it otherwise would have to object to disclosing or producing any information or item on any ground not addressed in this Order.

22. Execution. This stipulation may be signed by the parties in counterpart.

SO ORDERED this ___ day of _____, 2015

BY THE COURT:

Thomas M. Sipkins
Judge of District Court

EXHIBIT A**STATE OF MINNESOTA****DISTRICT COURT****COUNTY OF HENNEPIN****FOURTH JUDICIAL DISTRICT**

In re: Syngenta Litigation

Case Type: Civil Other
Honorable Thomas M. Sipkins

This Document Relates to: ALL ACTIONS

File No.: 27-CV-15-3785

ACKNOWLEDGEMENT AND CONSENT

I, _____, declare under the penalty of perjury that:

My present address is _____ I have received a copy of the Protective Order in the above-captioned litigation. I have received and read the Protective Order. I will hold in confidence, will not disclose to anyone not qualified under the Protective Order and will use only for purposes of this litigation any Confidential or Highly Confidential Discovery Material that is disclosed to me.

I agree to be bound by the Protective Order. I also agree to submit to the jurisdiction of the Fourth Judicial District of Minnesota for the enforcement of the Protective Order.

Date: _____

Signature: _____

STATE OF MINNESOTA
COUNTY OF HENNEPIN

DISTRICT COURT
FOURTH JUDICIAL DISTRICT

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Honorable Thomas M. Sipkins

File No.: 27-CV-15-3785

[JOINTLY PROPOSED] ESI PROTOCOL

The parties in the above-captioned litigation (each of the parties is referred to individually as a “party” and collectively as the “parties”), by and through their undersigned counsel, propose this ESI Protocol for the Production of Data (“Protocol”). Pursuant to the provisions of Rule 34 of the Minnesota Rules of Civil Procedure permitting the parties to specify the form or forms in which documents are to be produced, the Protocol sets forth the specifications that shall govern document production during discovery in the above-captioned consolidated litigation (“Action”), including for all individual cases currently pending in the Action and cases that are later filed in, transferred to, or remanded to this Court.

A. SCOPE

1. This Protocol governs the collection and production of electronically-stored information (“ESI”) and hard copy documents (collectively “Data”), which are to be produced electronically in the Action.

2. Nothing herein shall alter the parties’ respective responsibility to comply with the applicable Minnesota Rules of Civil Procedure and any applicable Local Rules regarding the collection or production of Data. To the extent additional obligations, restrictions, or rights not addressed in this Protocol arise under the Minnesota Rules of Civil Procedure or other applicable law or rules, that law or rule shall govern.

3. The parties incorporate the provisions of the Stipulated Protective Order. For the avoidance of doubt, nothing herein shall contradict the parties' rights and obligations with respect to any information designated as Confidential or Highly Confidential pursuant to the Stipulated Protective Order.

4. Nothing in this Protocol establishes any agreement regarding the subject matter or scope of discovery in this Action, or the relevance, authenticity or admissibility of any Data.

5. Nothing in this Protocol shall be interpreted to require production of Data protected from disclosure by the attorney-client privilege, work-product doctrine, or any other applicable protection or privilege.

6. Although the Court is initially entering this Protocol conforming to the ESI Protocol Order entered in the In re: Syngenta MDL proceedings ("Federal MDL"), no change to this ESI protocol shall be effective unless presented and decided by this Court regardless of whether such change is presented to and/or ordered in the Federal MDL.

7. To promote communication and cooperation between the parties, the parties will designate e-discovery liaisons for purposes of meeting and conferring on ESI topics. The ESI Liaison for Defendants shall be Ragan Naresh of Kirkland & Ellis. The ESI Liaisons for Lead and Liaison Plaintiffs shall be Eric Taubel of Gustafson Gluek, Ashlea Schwarz of Paul McInnes, and Casey Marshall of Bassford Remele. The Parties agree to work in good faith to schedule e-discovery conferences when the ESI Liaisons or their designee(s) are available.

B. DELIVERY OF DOCUMENT PRODUCTIONS

1. Each Party shall transmit its document productions to other Party's Liaison Counsel or such vendor as designated by a Party's ESI Liaison.

2. Document productions shall be made via DVD-ROMs, CD-ROMs, portable hard drives or through secure file transfer protocol (“FTP”) or similar secure or encrypted electronic transmission.

3. If either Party chooses to employ a document depository vendor to receive docs for its convenience, that side shall bear the costs of such a vendor and take reasonable steps to ensure that only persons authorized under the Protective Order have access to the depository.

4. Each Party shall bear its own costs of production.

C. ESI PRODUCTION FORMAT

1. Image File Format

Except for the types of documents identified in Paragraphs (C)(2)-(3) below, a Producing Party will convert ESI from its native file format (“Native File”) to an image file for production, subject to the following specifications:

a. Single-page, black and white, 300 DPI, 1 bit Group IV TIFF images shall be provided for each page of each document, with each image file named after the production number of that page, with extension “.tif.”

b. To the extent reasonably possible, the imaged Data shall retain all attributes of the native or hard-copy file, such as document breaks and original document orientation (i.e. portrait to portrait and landscape to landscape). The following formatting will be applied:

- i. Word processing documents will be processed to TIFF format and imaged showing track changes or edits, comments, notes and other similar information;
- ii. Spreadsheet files with redactions will be imaged un-hiding any hidden rows and/or columns and/or sheets; and
- iii. Presentation files will be processed to TIFF format showing comments,

hidden slides, speakers' notes and similar data, where present in the original file. In addition to TIFF images, native presentation files will be provided upon request from a receiving party. The native file will be named as the first Bates number of the respective document. The corresponding load file shall include native file link information for each native file that is produced.

Embedded ESI documents (e.g., a spreadsheet embedded within a word processing document) will be extracted, produced as independent document records and related back to the respective top level parent document (e.g., standalone file, email message, etc.) via the BegAttach field referenced in Appendix 2. Related documents will be produced within a continuous Bates range. However, a Producing Party may suppress its logo or v-card embedded in email files.

c. To the extent a document is not already unitized, the parties shall undertake reasonable efforts, if a document consists of more than one page, to unitize the document and any attachment(s) as in their original form when creating the image files. The parties shall also undertake reasonable efforts to ensure that distinct documents are not merged into a single record and that single documents are not split into multiple records.

d. Text files shall be produced as one file per document, named after the starting production number assigned to the document and ending with extension ".txt", with a text directory for each production volume, and with a relative file path to the text file provided in the related database load file. With the exception of TIFF, PDF and other image file types for which the text cannot be extracted, the text of documents should be extracted directly from the Native File without using Optical Character Recognition ("OCR"), except in the case of redacted documents, as specified in Paragraph 3(c) and 3(d), below. Documents produced in redacted

form should not have text files populated with extracted text but should instead have text files populated with OCR data which will not contain the redacted data. If a document does not contain extractable text, the Producing Party shall provide OCR files for that document to the extent possible.

e. Data containing color need not initially be produced in color. The Producing Party will honor reasonable requests for a color image, if the original Data contains color necessary to understand the meaning or content of the Data.

f. Electronic documents attached to an email or electronic document and hard-copy documents attached or appended to a hard-copy document, are to be produced contemporaneously and sequentially immediately after the parent document. Parent-child relationships within a document family (the association between an attachment and its parent document) shall be preserved. Each document shall be produced with the production number for the first and last page of that document in the “BegDoc” and “EndDoc” fields of the data load file and with the “BegAttach” and “EndAttach” fields listing the production number for the first and last page in the document family.

g. Except as specified in Paragraph 3(c) below, each of the metadata and coding fields set forth in Appendix 2 that reasonably can be extracted from an electronic document shall be produced for that document. Fields that are not populated shall be left with null values and not populated with fillers or spaces. All metadata pertaining to dates and times will be standardized to Greenwich Mean Time (GMT).

h. Production numbers shall be branded to the lower right hand corner of TIFF images and confidentiality designations (if applicable) shall be electronically branded or burned to the lower left hand corner of TIFF images so that they legibly print with the images. If one or

more production numbers is skipped in a production, the Producing Party will so note in a cover letter accompanying the production or in a privilege log. The parties shall use reasonable efforts to ensure that production numbers: (1) are unique and consistent across the entire production, provided, however, that parties may use multiple prefixes to reflect productions from separate entities or related to specific experts; (2) maintain a constant prefix and page length (0-padded) across the production, consistent with the requirements of sub-paragraph (1); (3) contain a prefix that clearly identifies the Producing Party; (4) contain no special characters or embedded spaces; and (5) are sequential within a given document. Attachments will immediately follow the production number(s) for the parent document. Production number prefixes shall be consistent across all documents a party produces in the litigation. However, to the extent a Producing Party produces documents as they were produced in prior proceedings, the documents shall retain their numbering from the prior proceedings.

i. Upon entry of this Protocol, each party shall also produce accompanying image load/unitization files and delimited text files as described below in Appendix 1. Parties are encouraged to work in cooperation with one another and each other's respective vendors in exchanging sample load files. If this exchange occurs, the Receiving Party will have 14 days to respond with load file change requests. Nothing in this Order will limit the parties from discussing load file changes throughout the course of the litigation.

j. Where TIFF images of certain electronic documents are not readable, the parties may produce such documents in native format. Where TIFF images of certain hard copy documents are not readable, the parties will meet and confer regarding the volume and best method of production prior to producing paper documents in hard copy format. To the extent the Receiving Party obtains through discovery a file or document that the party believes is not

adequately represented in TIFF image format, the Receiving Party may request that the file or document be produced in native format by identifying the document by production number, the production of which shall not unreasonably be withheld.

2. Non-Convertible Files

Certain types of files such as system, program, proprietary files, audio files, and video files may not be amenable to conversion into TIFF format. Such files will not be converted into TIFF format. To the extent that the parties have not excluded these files from production elsewhere in this Protocol, these files will be produced in their native format in accordance with Paragraph 3 below. Examples of file types that are or may not be conducive to conversion into TIFF format include, but are not limited to:

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*.exp *.ilk *.res *.trg *.tlh *.idb *.pdb *.pch *.opt *.lib *.cab *.mov *.mp3 *.swf
*.psp *.cdi *.chi *.chm *.com *.dll *.exe *.hlp *.ivi *.ivt *.ix *.msi *.nls *.obj
*.ocx *.rmi *.sys *.tmp *.ttf *.vbx *.wav *.wpg *.iso *.pdb *.eps *.mpeg *.mpg
*.ram *.rm *.psd *.ai *.aif *.bin *.hqx *.snd *.mpe *.wmv *.wma *.xfd *.db *.bat
*.xnk *.qtl *.kob *.mso *.dat *.m4a *.bak *.xll *.blank *.wdf *.cdo *.snp
*.rename *.mdi *.sda *.ren *.001 *.crf *.dtf *.eds *.ex1 *.dwg *.fdf *.pcl *.wmf
*.wps *.fpage *.odtff *.cas *.ldl *.wm *.m4p *.dcx *.3g2 *.sss *.xyz
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3. Native Files

In addition to the types of Data listed in Paragraphs C(1) and (2), a Producing Party will produce certain additional types of ESI in their native format, subject to the following specifications:

a. Notwithstanding any provision contained herein, the parties agree that they shall produce Microsoft Excel files, .CSV files and other similar spreadsheet files as Native Files. The Native File shall be renamed in the following format: Bates Prefix-Bates Number-Confidentiality Designation. Except as specified in Paragraph 3(d) below, each of the metadata and coding fields set forth in Appendix 2 that reasonably can be extracted from an electronic document shall be produced for that document. Fields that are not populated shall be left with null values and not

populated with fillers or spaces.

b. Where native files are produced in lieu of TIFF images, each native file will be assigned a unique production number within the litigation database. The Producing Party will produce a placeholder (a single-page TIFF slip sheet indicating that the native item was produced) along with the file itself in native format. The placeholder will be branded with the production number in the lower right hand corner, the original filename of the native file, and the phrase “PRODUCED IN NATIVE ONLY” branded in the center of the page. The Producing Party will also brand any confidentiality or similar endorsements in the lower left hand corner of the placeholder.

c. To the extent that any file identified for production in native format contains information subject to a claim of privilege or any other applicable protection that requires redaction, the Producing Party shall convert that file to TIFF format and produce it with the necessary redactions, along with OCR text that reflects such redactions, unless such conversion and redaction is unduly burdensome to the Producing Party. All such OCR text will be Unicode-compliance (UTF-8) to the extent practical. If such conversion is unduly burdensome or renders the document unusable, the Producing Party may produce the document in any reasonably usable form as may be agreed upon by the respective parties.

d. The portion of the redacted text shall be clearly identified on the face of the TIFF image, either by masking the redacted content with electronic highlighting in black or through the use of redaction boxes. The label “Redacted” shall appear on the face of the redacted portion of the TIFF image. If Personally Identifiable Information (“PII”), such as social security numbers are redacted, the label “Redacted – PII” shall appear on the face of the redacted portion. If information is redacted on the basis of the attorney-client privilege or the work product doctrine,

the basis for the redaction shall appear on the face of the redacted document. Redactions for privilege and work product, including whether such redactions must be included on a privilege log, are discussed in more detail in Section F below. The redacted TIFF image shall be produced in accordance with the image load file specifications in Appendix 1, and any other provisions for the production of TIFF images contained herein. Redacted text shall not be included in the text file for that redacted TIFF image. The original unredacted Native File shall be preserved pending conclusion of the Action.

e. The parties will make reasonable efforts to remove passwords or other security protection from any Native File prior to production. If the security protection cannot be removed from a Native File after reasonable efforts by the Producing Party, a placeholder TIFF image may be produced in place of the Native File indicating that security protection could not be removed from the Data. Upon request from the Requesting Party, the parties shall meet and confer in good faith regarding the reasonable efforts or mechanisms made to remove the security protection from the Native File and/or the production of the available metadata listed in Appendix 2 from the file.

f. If a Native File is used at a deposition or hearing in this Action, or attached to a motion or other filing, it shall be accompanied by its production number-stamped placeholder TIFF image in order to facilitate tracking and authentication thereof. The parties may, but are not required to, further mark fixed images of Native Files with additional numbering for ease of identification at a deposition or hearing.

4. Duplicates

To reduce the unnecessary costs of reviewing and producing duplicate documents, each party will make reasonable efforts to remove duplicate Data prior to producing documents. Data

will be deduplicated vertically within each custodian and horizontally across custodians (e.g., globally) following industry standard de-duplication algorithms. The ALL_CUSTODIANS field will be populated with all of the custodians who had a copy of the document in their files. In order to reduce the volume of entirely duplicative content within email threads, the parties may but are not required to use email thread suppression but shall disclose that they have used email thread suppression.

5. Production of Data from Databases and Other Formats

a. If a Producing Party identifies a particular source or type of responsive Data for which it reasonably believes that application of this Protocol would be unduly burdensome or impractical, the party identifying the source or type of responsive Data shall promptly notify the Requesting Party, explaining in detail the type and source of the Data at issue, and the reason(s) why the party believes that application of this Protocol would be unduly burdensome or impractical, and proposing reasonable modifications of this Protocol with respect to that source or type of responsive Data. Thereafter, the parties shall meet and confer within 14 calendar days to determine if modification of the Protocol with respect to the Data at issue is appropriate, and if an agreement is not reached, the Producing Party bears the burden of seeking relief from the Court from the requirements of this Protocol.

b. If a response to discovery requires production of ESI contained in a database or comprehensive electronic accounting system, the Producing Party shall meet and confer with the Requesting Party concerning a reasonable method of production. To the extent reasonably available, the Producing Party shall also provide any data dictionary, key, or other information sufficient to provide a reasonable understanding of the contents of the database or accounting system.

c. Nothing in this Protocol requires a party to use unreasonably burdensome or expensive data recovery processes, or to search for information, documents, or other materials in locations where responsive information is not likely to be found, absent a showing of good cause. To the extent a party believes that responsive data is likely to be found on data sources that are not reasonably accessible, the party shall disclose that fact to the other parties.

6. Time Zone

Unless otherwise agreed, all dynamic date and time fields, where such fields are processed to contain a value and do not automatically populate, and all metadata pertaining to dates and times will be standardized to Greenwich Mean Time (GMT). The Parties understand and acknowledge that such standardization affects only dynamic fields and metadata values and does not affect, among other things, dates and times that are hard-coded text within a file.

D. HARD COPY DOCUMENT PRODUCTION FORMAT

1. The parties agree that, with respect to documents that exist in hard-copy format (“Hard-Copy Materials”), a Producing Party will image and produce such documents as TIFF images and OCR text in accordance with the specifications delineated in Section C, above. Where paper scanned images have identification spines, file folder labels, “post-it notes,” or any other labels, the information on the label shall be scanned and produced to the extent practicable. In addition, folder labels, box labels, or binder labels (including spines), or other similar top level identifiers, to the extent practicable, shall be manually recorded at the time of scanning and coded in the Binder and/or Folder field. Load files for such productions shall include data relevant to the individual documents, including Bates numbering, custodian, OCR and folder labels and box labels that have been manually recorded.

2. To the extent responsive Hard-Copy Materials are included in a large compilation of documents that is compiled solely for the purposes of storage convenience and not for any

purposes related to the litigation and contains irrelevant, non-responsive Hard-Copy Materials, the Producing Party may produce responsive, non-privileged Hard-Copy Materials without also producing non-responsive Hard-Copy Materials.

3. If a Producing Party reasonably believes that production of Hard-Copy Materials as imaged files pursuant to this Section D is unduly burdensome, the Producing Party shall seek to meet and confer in good faith with the Requesting Party regarding content, volume, and related issues before any production of Hard-Copy Materials. If the parties are unable to reach agreement, any party may seek relief from the Court.

E. PREVIOUSLY PRODUCED DATA

For every production of Data in the Action that was made prior to the adoption of this Protocol, the Producing Party shall provide a metadata overlay containing the metadata listed in Appendix 2, as applicable, for the Data in the production to be provided under this Protocol. To the extent a Producing Party is requested or ordered to produce materials that were previously produced in a different action or proceeding, however, the Producing Party shall disclose prior to production how such materials were produced in the previous action. The Producing Party shall produce materials as they were produced in the prior action or proceeding, and no additional metadata overlay need be produced absent a further order from the Court.

F. PRIVILEGE LOGS

1. To the extent that a document is withheld from production on the basis of the attorney client privilege or the work product doctrine, the producing Party shall produce a rolling privilege log of withheld documents within a reasonable period after the document was withheld from the rolling production.

2. Prior to generation of a privilege log, the parties shall meet and confer in a good faith effort to reach agreement on the manner in which a privilege log will be generated and the

contents of such a log. The parties shall consider whether the nature and volume of the privileged documents and ESI warrants category-by-category privilege logs, document-by-document privilege logs, or some combination of these approaches, consistent with Minnesota Rule of Civil Procedure 26. If the parties are unable to agree on the requirements of a privilege log for documents and ESI, the parties shall present such a dispute to the Court. Neither party shall contend that the meet and confer process set forth in this paragraph constitutes a waiver of attorney-client privilege or attorney work product for any document claimed to be protected from disclosure.

3. The following documents presumptively need not be included on a privilege log:
 - a. Privileged communications exclusively between a party and its outside litigation counsel after September 12, 2014, and work product performed by a party at the direction of outside litigation counsel after September 12, 2014.
 - b. Privileged communications exclusively involving outside litigation counsel after September 12, 2014.
 - c. Work product created by in-house or outside litigation counsel, or by an agent of in-house or outside litigation counsel, other than a party, after September 12, 2014.

The parties agree that certain privileged communications between a party and its in-house counsel need not be logged, but will continue to confer on that subject in order to reach agreement or present their disagreements in accordance with Section F(2) above. The parties further agree to meet and confer regarding any proposed additional categories of documents that presumptively need not be logged.

G. OBJECTIONS PRESERVED

Nothing in this Protocol shall be interpreted to require disclosure of relevant information or Data that is protected by the attorney-client privilege, common interest privilege, work-product doctrine, or is prohibited from disclosure under any similar law, regulation, rule, court order, or any other applicable privilege or protection. The parties do not waive any objections to the production, discoverability, or confidentiality of ESI, Hard-Copy Materials or any other discovery materials, including, without limitation, objections regarding the burden, overbreadth or relevance of document requests related to ESI, Hard-Copy Materials or any other discovery materials, or relating to the production of ESI or Hard-Copy Materials in a form specified in this Protocol.

H. RESOLUTION OF DISPUTES

1. The parties agree to meet and confer in good faith regarding matters related to the production of Data not specifically set forth in this Protocol, related to the interpretation of this Protocol, or related to the parties' obligations thereunder. The parties shall make their best efforts to comply with and resolve any differences concerning compliance with this Protocol. If a Producing Party cannot comply with any material aspect of this Protocol, such party shall inform the Requesting Party in writing at or before the time of production as to why compliance with the Protocol is unreasonable or not possible.

2. If the parties are unable to reach resolution regarding any dispute concerning the interpretation of this Protocol or compliance with same, such disputes may be presented for judicial resolution. No party may seek judicial relief concerning this Protocol unless it first has conferred with the applicable Producing or Requesting Party.

SO ORDERED this ____ day of _____, 2015

BY THE COURT:

Thomas M. Sipkins
Judge of District Court

APPENDIX 1: Load File Formats

Image Load Files

- ESI will be produced in Concordance load file format. Upon request and demonstration of need, the Parties will meet and confer to discuss production in an alternative load file format or to produce without load files.
- Every document referenced in a production image load file shall have all corresponding images, text, and data. Redacted text shall not be included in a redacted document's text file.
- The name of the image load files shall mirror the name of the delivery volume, and should have an .opt or .log file extension (*e.g.*, ABC001.OPT or ABC001.LOG).
- The volume names shall be consecutive (*i.e.*, ABC001, ABC002, *et. seq.*).
- Every image in the delivery volume shall be contained in the image load file.
- The image key shall be named the same as the production number of the page.
- Load files shall not span across media (*e.g.*, CDs, DVDs, Hard Drives, etc.); instead, a separate volume shall be created for each piece of media delivered.
- Each image load file shall be produced in a standard litigation support image load format (*e.g.*, .opt or .log) providing:
 - a. The document number for each image;
 - b. The relative path name(s) of each TIFF image file; and
 - c. The document boundaries for each document.

- The load file shall be in the order that appropriately corresponds with each image file. The following represents an example of the format of a standard .opt or .log image load/unitization file:

Bates,Volume,PATH_to_image,Document Break,Folder Break,Box Break,Total_Pages.

```
M_0100000,06150101,\06150101\0000\0001.TIF,Y,,,1
M_0100001,06150101,\06150101\0000\0002.TIF,Y,,,1
M_0100002,06150101,\06150101\0000\0003.TIF,Y,,,1
M_0100003,06150101,\06150101\0000\0004.TIF,Y,,,2
M_0100004,06150101,\06150101\0000\0005.TIF,,,,
M_0100005,06150101,\06150101\0000\0006.TIF,Y,,,1
M_0100006,06150101,\06150101\0000\0007.TIF,Y,,,4
M_0100007,06150101,\06150101\0000\0008.TIF,,,,,
M_0100008,06150101,\06150101\0000\0009.TIF,,,,,
M_0100009,06150101,\06150101\0000\0010.TIF,,,,,
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Metadata Load Files

- The metadata load file shall use the following delimiters:
 - Field Delimiter: ¶ (ASCII 020)
 - Text Qualifier: þ (ASCII 254)
 - Multi-value Delimiter: ; (ASCII 059)
 - New line: ® (ASCII 174)
- Metadata fields that are not applicable to a document or are NULL shall be left with null values and not populated with fillers or spaces.
- All date fields shall be produced in “mm/dd/yyyy” format.
- All time fields shall be produced in “hh:mm:ss” format.
- Load files shall not span across media (*e.g.*, CDs, DVDs, Hard Drives, etc.); instead, a separate volume shall be created for each piece of media delivered.
- The name of the metadata load file shall mirror the name of the delivery volume, and shall have a .dat or .txt extension (*i.e.*, ABC001.DAT or ABC001.TXT).

- The volume names shall be consecutive (*i.e.*, ABC001, ABC002, *et. seq.*).
- Furthermore, .dat or .txt files must be encoded in ASCII or ANSI:UTF codings.
- The metadata fields listed in Appendix 2 (as pertain to particular categories of documents pursuant to this Protocol) shall be included in the delimited database load files, to the extent such metadata is already in existence and reasonably accessible. To the extent that metadata does not exist, is not reasonably accessible or available, or would be unduly burdensome to collect, nothing in this Protocol shall require any party to extract, capture, collect or produce such metadata. Any party that intends to withhold existing metadata listed in Appendix 2 on the basis that it is not reasonably accessible or available or would be unduly burdensome to collect shall promptly inform the requesting party and meet and confer. The parties will reasonably endeavor to confirm the accuracy of the metadata extraction process and expressly reserve their rights to object to the use of metadata for any reason or purpose. To the extent that the metadata listed in Appendix 2 relating to any ESI contains information subject to a claim of privilege or any other applicable protection, that metadata may be redacted or withheld, as appropriate, and the Producing Party shall include information regarding the basis and justification for withholding or redacting such information in its privilege log in accordance with Rule 26 of the Minnesota Rules of Civil Procedure.

APPENDIX 2: ESI Metadata and Coding Fields

| Field Name | Field Description | Populated For | Example Values |
|-------------------|---|--|--|
| BegDoc | Production number of the first page of the document. | E-mail, E-doc, or Paper as appropriate | Prefix-0000000001 |
| EndDoc | Production number of the last page of the document. | All | Prefix-0000000002 |
| BegAttach | Production number of the first page of the first document of the document family. | All | Prefix-0000000001 |
| EndAttach | Production number of the last page of the last document of the document family. | All | Prefix-0000000004 |
| AttachCount | The number of attachments to a document. | All | 3 |
| FileType | The record type of a document. | All | Paper, Email, E-Attachment, Standalone Electronic Document |
| All_Custodians | Additional custodians who had a copy of the document prior to de-duplication, including duplicate custodians. | All | |
| To | All recipients that were included on the "To" line of the e-mail. | E-mails | larry.murphy@email.com |
| From | The name and e-mail address sender of the e-mail. | E-mails | Bart.Cole@email.com |
| CC | All recipients that were included on the "CC" line of the e-mail. | E-mails | sstephens44@email.com |
| BCC | All recipients that were included on the "BCC" line of the e-mail. | E-mails | ceo-gs@email.com |
| DateRcvd | Date an e-mail was received (GMT). | E-mails | mm/dd/yyyy |
| TimeRcvd | The time an e-mail was received (GMT). | E-mails | hh:mm:ss: |

| Field Name | Field Description | Populated For | Example Values |
|-------------------|--|---|------------------------------------|
| DateCreated | The date an e-mail or e-file was created (GMT). | E-mails, E-attachments and electronic documents | mm/dd/yyyy |
| TimeCreated | The time an email or e-file was created (GMT) | E-mails, E-attachments and electronic documents | hh:mm:ss: |
| DateLastModified | Date the document was last modified. | E-attachments; Electronic documents | mm/dd/yyyy |
| TimeLastModified | The time an e-file was last modified (GMT). | E-attachments; Electronic documents | hh:mm:ss: |
| LastSavedBy | Value shows within the “last saved” metadata field. | E-mails, E-attachments and electronic documents | |
| Cal_Start | Start date and time of calendar or appointment (GMT). | E-mails, E-attachments and electronic documents | |
| Hash | MD5 hash value of document or “de-duplication key” | All | Hash Value |
| FileName | The file name of the document, including file extension | E-attachments; Electronic documents | |
| Author | Author of document | E-attachments and electronic documents | |
| Subject | Document subject line of an e-mail | E-mails | |
| Orig_File_Name | The original file name of an electronic document or an attachment to an Email. | E-attachments and electronic documents | |
| File_Ext | The file extension of a document. | All | Doc, nsf, rtf, pdf, msg, xls, etc. |

| Field Name | Field Description | Populated For | Example Values |
|-----------------------------|--|--|-----------------------|
| File_Size | The file size of a document (including embedded attachments). | All | |
| FilePath | The full path to the file at its original location. | All | |
| NativeFilePath | The path to the corresponding native file included with a production volume. | E-attachments and Electronic documents produced in native format | |
| TEXTPATH | The relative path to the corresponding OCR or extracted text file included with a production volume. | All | |
| Confidentiality Designation | The designated level of confidentiality pursuant to the Protective Order. | All | CONFIDENTIAL |
| Container | Top level source and folder-level source for any scanned document, if available. | All | |