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9 [ADDITIONAL COUNSEL APPEAR ON SIGNATURE PAGE.]

10 UNITED STATES DISTRICT COURT

11 CENTRAL DISTRICT OF CALIFORNIA – SOUTHERN DIVISION

12 IN RE: TOLL ROADS LITIGATION
13 PENNY DAVIDI BORSUK; DAVID
14 COULTER; EBRAHIM E. MAHDA;
15 TODD QUARLES; TODD CARPENTER;
16 LORI MYERS; DAN GOLKA; and
17 JAMES WATKINS on Behalf of
18 Themselves and All Others Similarly
19 Situated,

20 Plaintiffs,

21 v.

22 Foothill/Eastern
23 Transportation Corridor
24 Agency; San Joaquin Hills
25 Transportation Corridor
26 Agency; Orange County
27 Transportation Authority; 3M
28 Company; BRiC-TPS LLC; Rhonda
Reardon; Michael Kraman;
Craig Young; Scott Schoeffel;
Ross Chun; Darrel Johnson;
Lori Donchak; COFIROUTE USA,
LLC; William P. Duffy; and DOES 3-
10, inclusive,

Defendants.

Case No: 8:16-cv-00262 AG (JCGx)

**AMENDED STIPULATED
PROTECTIVE ORDER**

Complaint Served: Jan. 15, 2016
Removed: Feb. 16, 2016

1 **I. PURPOSES AND LIMITATIONS**

2 Discovery in this action is likely to involve production of confidential,
3 proprietary, or private information for which special protection from public
4 disclosure and from use for any purpose other than prosecuting this litigation may
5 be warranted. Accordingly, the parties hereby stipulate to and petition the Court to
6 enter the following Amended Stipulated Protective Order. The parties
7 acknowledge that this Order does not confer blanket protections on all disclosures
8 or responses to discovery and that the protection it affords from public disclosure
9 and use extends only to the limited information or items that are entitled to
10 confidential treatment under applicable legal principles. The parties further
11 acknowledge, as set forth in Section XIII(c), below, that this Amended Stipulated
12 Protective Order does not entitle them to file confidential information under seal;
13 Civil Local Rule 79-5 sets forth the procedures that must be followed and the
14 standards that will be applied when a party seeks permission from the Court to file
15 material under seal. Under the terms of this Order, the parties must seek the
16 Court’s permission, through the appropriate procedures, to file specific types of
17 material specified herein under seal.

18 **II. GOOD CAUSE STATEMENT**

19 The allegations in the operative complaint expressly involve personally
20 identifiable information of toll road users in Orange County, California, including
21 individuals who have used State Routes 73, 241, 261, 133, or the 91 Express Lanes
22 between October 21, 2009 and the present. State law prohibits the disclosure of
23 personally identifiable information of toll road users “to any person” subject to
24 certain exceptions that do not expressly include disclosure during civil litigation
25 discovery. *See* Cal. Sts. & High. Code § 31490(a). This law was enacted to
26 among other things, protect the personally identifiable information of toll road
27 users from use by third parties for marketing and solicitation purposes. Because
28 providing this information in response to discovery does not fall within an express

1 exception, disclosing any such information in the absence of a proper protective
2 order may constitute a breach of the California Streets & Highways Code § 31490
3 and may make the Defendants vulnerable to suit for failure to comply with the
4 Streets & Highways Code, potentially subjecting the Defendants to several
5 thousands of dollars in damages for every single disclosure (potentially totaling in
6 the millions and possibly the billions of dollars, depending on the number of
7 disclosures made). These protections are afforded to personally identifiable
8 information, including all contact information for users of toll roads, so that
9 operators of such roads may utilize the information for proper purposes consistent
10 with the limitations set forth in the Streets & Highways Code and other applicable
11 law, without impairing private citizens' freedom from unwanted communications.
12 As such, Defendants contend that personally identifiable information of toll road
13 users is not lawfully available to the public, under Streets & Highways Code
14 § 31490.

15 Additionally, this litigation also expressly involves the policies and
16 procedures employed by the Defendants in assessing and enforcing tolls and toll
17 penalty violations. This includes, among other things, the factors and procedures
18 that come into play when and if any of the Defendants determine that it is
19 appropriate to mitigate an alleged violation penalty fee. Defendants contend that
20 such information is not generally available to the public and disclosure to the
21 public could result in mass abuse of the existing toll collection systems in Orange
22 County.

23 Additionally, this case may involve discovery regarding Defendants',
24 including without limitation 3M Company's ("3M"), valuable confidential and
25 trade secret business and technological information. In particular, this discovery
26 may involve discovery regarding confidential software owned by 3M.

27 Accordingly, to expedite the flow of information, to facilitate the prompt
28 resolution of disputes over the confidentiality of discovery materials, to adequately

1 protect information that the parties are entitled to keep confidential, to ensure that
2 the parties are permitted reasonable necessary uses of such material in preparation
3 for and in the conduct of trial, to address their handling at the end of the litigation,
4 and serve the ends of justice, a protective order for such information is justified in
5 this action. It is the intent of the parties that information will not be designated as
6 confidential for tactical reasons and that nothing be so designated without a good
7 faith belief that it has been maintained in a confidential, non-public manner, and
8 there is good cause why it should not be part of the public record of this case.

9 To provide sufficient protection for the types of information discussed
10 above, the Parties further agree to request to file all of the information specified
11 herein under seal.

12 Plaintiffs contend Defendants have mismanaged the personal information of
13 class members to date, and by entering into this Stipulation, do not agree that any
14 of the claims of the class members are waived or impaired in any way, except that
15 the Plaintiffs agree that regardless of whether the disclosure of their personally
16 identifiable information would otherwise be a violation of Streets & Highways
17 Code § 31490, Plaintiffs will not assert in this litigation or any future litigation that
18 the exchange, transmission or provision of any materials, information, or data
19 containing their personally identifiable information that is exchanged, transmitted,
20 or provided pursuant to this Amended Stipulated Protective Order is a violation of
21 Streets & Highways Code § 31490. For the avoidance of doubt, neither the
22 Plaintiffs nor the Defendants adopt any of the factual or legal assertions,
23 assumptions, characterizations, or positions asserted by the opposing party in the
24 foregoing good cause section of this Stipulation for the purposes of this litigation.
25 In opposing a prior motion for judgment on the pleadings, Plaintiffs suggested that
26 the original stipulated protective order was inconsistent with a motion for partial
27 summary judgment regarding Streets & Highways Code § 31490. (*See* Dkt. No.
28 167 at 12.) Each party now expressly agrees that nothing in this Amended

1 Stipulated Protective Order shall be construed as a concession of liability or
2 agreement to any legal proposition. Each party fully reserves its rights to contest
3 any such factual or legal assertions, assumptions, characterizations, or asserted
4 positions in proceedings unrelated to this Amended Stipulated Protective Order.

5 The parties do not, by entering into this Amended Stipulated Protective
6 Order, concede that any discovery is reasonable or appropriate. The parties reserve
7 all of their rights to object to discovery on any basis.

8 III. DEFINITIONS

9 1. **Action:** the pending consolidated federal lawsuit entitled *In re: Toll*
10 *Roads Litigation, Penny Davidi Borsuk, et al. v. Foothill/Eastern Transportation*
11 *Corridor Agency, et al.*, U.S. District Court for the Central District of California
12 Case No. 8:16-cv-00262 AG (JCGx).

13 2. **Challenging Party:** a Party or Non-Party who challenges the
14 designation of information or items under this Order.

15 3. **“CONFIDENTIAL” Information or Items:** information (regardless
16 of how it is generated, stored or maintained) or tangible things that qualify for
17 protection under Federal Rule of Civil Procedure 26(c), and as specified above in
18 section II.

19 4. **Counsel:** Outside Counsel of Record and House Counsel (as well as
20 their support staff).

21 5. **Defendants:** the Defendants in this Action are Foothill/Eastern
22 Transportation Corridor Agency, San Joaquin Hills Transportation Corridor
23 Agency, Orange County Transportation Authority, 3M Company, BRiC-TPS LLC,
24 Rhonda Reardon, Michael Kraman, Craig Young, Scott Schoeffel, Ross Chun,
25 Darrel Johnson, Lori Donchak, William P. Duffy, and Cofiroute USA, LLC.

26 6. **Designating Party:** a Party or Non-Party that designates information
27 or items that it produces in disclosures or in responses to discovery as
28 “CONFIDENTIAL – FOR ATTORNEY’S EYES ONLY.”

1 7. **Disclosure or Discovery Material:** all items or information,
2 regardless of the medium or manner in which it is generated, stored, or maintained
3 (including, among other things, testimony, transcripts, and tangible things), that are
4 produced or generated in disclosures or responses to discovery in this matter.

5 8. **Expert(s):** a person or persons with specialized knowledge or
6 experience in a matter pertinent to the litigation who has been retained by a Party
7 or Counsel to serve as an expert witness or as a consultant in this Action.

8 9. **House Counsel:** attorneys who are employees of a party to this
9 Action. House Counsel does not include Outside Counsel of Record or any other
10 outside counsel.

11 10. **Non-Party:** any natural person, partnership, corporation, association,
12 or other legal entity not named as a Party to this Action.

13 11. **Outside Counsel of Record:** attorneys who are not employees of a
14 party to this Action but are retained to represent or advise a party to this Action
15 and have appeared in this Action on behalf of that party or are affiliated with a law
16 firm which has appeared on behalf of that party, and includes support staff.

17 12. **Party:** any party to this Action, including all of its officers, directors,
18 employees, consultants, retained experts, and Counsel (and their support staffs).

19 13. **Plaintiffs:** the Plaintiffs in this Action are Penny Davidi Borsuk,
20 David Coulter, Ebrahim E. Mahda, Todd Quarles, Todd Carpenter, Lori Myers,
21 Dan Golka, and James Watkins.

22 14. **Producing Party:** a Party or Non-Party that produces Disclosure or
23 Discovery Material in this Action.

24 15. **Professional Vendors:** persons or entities that provide litigation
25 support services (e.g., photocopying, videotaping, translating, preparing exhibits or
26 demonstrations, and organizing, storing, or retrieving data in any form or medium)
27 and their employees and subcontractors.

28 16. **Protected Material:** any Disclosure or Discovery Material that is

1 designated as “CONFIDENTIAL – FOR ATTORNEY’S EYES ONLY.”

2 17. **Receiving Party:** a Party that receives Disclosure or Discovery
3 Material from a Producing Party.

4 **IV. SCOPE**

5 The protections conferred by this Stipulation and Order cover not only
6 Protected Material (as defined in Section III(15), above), but also (1) any
7 information copied or extracted from Protected Material; (2) all copies, excerpts,
8 summaries, or compilations of Protected Material; and (3) any testimony,
9 conversations, or presentations by Parties or their Counsel that might reveal
10 Protected Material. This Amended Stipulated Protective Order is intended to
11 supplement and provide additional protections beyond the Court’s standing
12 protective order.

13 **V. DURATION**

14 Even after Final Disposition of this Action, the confidentiality obligations
15 imposed by this Order shall remain in effect until a Designating Party agrees
16 otherwise in writing or a court order otherwise directs. Final Disposition of this
17 Action shall be deemed to be the later of (1) dismissal of all claims and defenses in
18 this Action, with or without prejudice; and (2) final judgment herein after the
19 completion and exhaustion of all appeals, rehearings, remands, trials, or reviews of
20 this Action, including the time limits for filing any motions or applications for
21 extension of time pursuant to applicable law. With respect to any Protected
22 Material retained by Counsel, including, but not limited to, archival copies of
23 pleadings, motion papers, trial, deposition and hearing transcripts, legal
24 memoranda, correspondence, deposition and trial exhibits, expert reports, attorney
25 work product, and consultant and expert work product, this Order shall remain in
26 full force in effect for as long as those materials are retained by Counsel.

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1 **VI. DESIGNATING PROTECTED MATERIAL**

2 **A. Exercise of Restraint and Care in Designating Material for**
3 **Protection**

4 Each Party or Non-Party that designates information or items for protections
5 under this Order must take care to limit any such designation to specific material
6 that qualifies under the appropriate standards. The Designating Party must
7 designate for protection only those parts of material, documents, items, or oral or
8 written communications that qualify so that other portions of the material,
9 documents, items, or communications for which protection is not warranted are not
10 swept unjustifiably within the ambit of this Order.

11 Mass, indiscriminate, or routinized designations are prohibited.
12 Designations that are shown to be clearly unjustified or that have been made for a
13 clearly improper purpose (e.g., to unnecessarily encumber the case development
14 process or to impose unnecessary expenses and burdens on other parties) may
15 expose the Designating Party to sanctions.

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

19 **B. Manner and Timing of Designations**

20 Except as otherwise provided in this Order (see, e.g., second paragraph of
21 Section VI(B)(1), below), or as otherwise stipulated or ordered, Disclosure or
22 Discovery material that qualifies for protection under this Order must be clearly so
23 designated before the material is disclosed or produced.

24 Designation in conformity with this Order requires:

- 25 1. For information in documentary form (e.g., paper or electronic
26 documents, excluding transcripts of depositions or other pretrial or trial
27 proceedings), that the Producing Party affix (at a minimum) the demarcation
28 “CONFIDENTIAL – FOR ATTORNEY’S EYES ONLY” (hereafter,

1 “CONFIDENTIAL mark”), to each page that contains protected material. If only a
2 portion or portions of the material on a page qualifies for protection, the Producing
3 Party must also clearly identify the protected portion(s) by making appropriate
4 markings in the margins.

5 2. For testimony given in depositions, that the Designating Party
6 identify the Disclosure or Discovery Material on the record and all associated
7 protected testimony, before the close of the deposition.

8 3. For information produced in some form other than documentary
9 and for any other tangible items, that the Producing Party affix in a prominent
10 place on the exterior of the container or containers in which the information is
11 stored the “CONFIDENTIAL” mark. If only a portion or portions of the
12 information warrants protection, the Producing Party, to the extent practicable,
13 shall identify the protected portion(s).

14 **C. Inadvertent Failures to Designate**

15 If timely corrected, an inadvertent failure to designate qualified information
16 or items does not, standing alone, waive the Designating Party’s right to secure
17 protection under this Order for such material. Upon timely correction of a
18 designation, the Receiving Party must make reasonable efforts to ensure that the
19 material is treated in accordance with the provisions of this Order.

20 **VII. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

21 **A. Timing of Challenges**

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

24 **B. Meet and Confer**

25 The Challenging Party shall initiate the dispute resolution process outlined
26 in Civil Local Rule 37.1, *et seq.*

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1 **C. Burden of Persuasion**

2 The burden of persuasion in any such challenge proceeding shall be on the
3 Designating Party. Frivolous challenges, and those made for an improper purpose
4 (e.g., to harass or to impose unnecessary expenses and burdens on other parties)
5 may expose the Challenging Party to sanctions. Unless the Designating Party has
6 waived or withdrawn the confidentiality designation, all parties shall continue to
7 afford the material in question the level of protection to which it is entitled under
8 the Producing Party’s designation until the Court rules on the challenge.

9 **VIII. ACCESS TO AND USE OF PROTECTED MATERIAL**

10 **A. Basic Principles**

11 A Receiving Party may use Protected Material that is disclosed or produced
12 by another Party or by a Non-Party in connection with this Action only for
13 prosecuting, defending, or attempting to settle this Action. Such Protected
14 Material may be disclosed only to the categories of persons and under the
15 conditions described in this Order. When the Action has been terminated, a
16 Receiving Party must comply with the provisions of section XIV, below (FINAL
17 DISPOSITION).

18 Protected material must be stored and maintained by a Receiving Party at a
19 location and in a secure manner that ensures that access is limited to the persons
20 authorized under this Order.

21 **B. Disclosure of “CONFIDENTIAL” Information or Items**

22 Unless otherwise ordered by the Court or permitted in writing by the
23 Designating Party, a Receiving Party may disclose any information or item
24 designated “CONFIDENTIAL” only to:

- 25 1. The Receiving Party’s Outside Counsel of Record in this Action, as
26 well as employees of said Outside Counsel of Record to whom it is reasonably
27 necessary to disclose the information for this Action;
- 28 2. The officers, directors, and employees (including House Counsel) of

1 the Receiving Party to whom disclosure is reasonably necessary for this Action;

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

5 4. The Court and its personnel;

6 5. Court reporters and their staff;

7 6. Professional jury or trial consultants, mock jurors, and Professional
8 Vendors to whom disclosure is reasonably necessary for this Action and who have
9 signed the “Acknowledgement and Agreement to Be Bound” (Exhibit A hereto);

10 7. The author or recipient of a document containing the information or a
11 custodian or other person who otherwise possessed or knew the information;

12 8. During their depositions, witnesses and attorneys for witnesses in the
13 Action to whom disclosure is reasonably necessary, provided that (a) the deposing
14 party requests that the witness sign the “Acknowledgement and Agreement to Be
15 Bound” attached as Exhibit A hereto; and (b) the witness will not be permitted to
16 keep any documents or information that is designated “CONFIDENTIAL – FOR
17 ATTORNEY’S EYES ONLY,” unless agreed by the Designating Party or ordered
18 by the Court. Pages of transcribed deposition testimony or exhibits to depositions
19 that reveal Protected Material shall be separately bound by the court reporter and
20 shall not be disclosed to anyone except as permitted under this Amended
21 Stipulated Protective Order; and

22 9. Any mediator or settlement officer, and their supporting personnel,
23 mutually agreed upon by any of the parties engaged in settlement discussions,
24 insofar as it is reasonably necessary for the mediator or settlement officer to
25 conduct mediation or settlement negotiations.

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

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

6 1. Promptly notify in writing the Designating Party, within 5 days of
7 receipt of the subpoena or court order. Such notification shall include a copy of
8 the subpoena or court order;

9 2. Promptly notify in writing the party who caused the subpoena or order
10 to issue in the other litigation that some or all of the material covered by the
11 subpoena or order is subject to this Protective Order. Such notification shall
12 include a copy of this Amended Stipulated Protective Order; and

13 3. Cooperate with respect to all reasonable procedures sought to be
14 pursued by the Designating Party whose Protected Material may be affected.

15 If the Designating Party timely seeks a protective order in the other
16 litigation, the Party served with the subpoena or court order shall not produce any
17 information designated in this Action as “CONFIDENTIAL – FOR
18 ATTORNEY’S EYES ONLY” before a determination by the court from which the
19 subpoena or order issued, unless the Party has obtained the Designating Party’s
20 written permission. The Designating Party shall bear the burden and expense of
21 seeking protection in that court of its confidential material and nothing in these
22 provisions should be construed as authorizing or encouraging a Receiving Party in
23 this Action to disobey a lawful directive from another court.

24 **X. NON-PARTY’S PROTECTED MATERIAL SOUGHT TO**
25 **BE PRODUCED IN THIS ACTION**

26 1. The terms of this Order are applicable, among other things, to
27 information produced by a Non-Party in this Action and designated as
28 “CONFIDENTIAL – FOR ATTORNEY’S EYES ONLY.” Such information

1 produced by Non-Parties in connection with this Action is protected by the
2 remedies and relief provided by this Order. Nothing in these provisions should be
3 construed as prohibiting a Non-Party from seeking additional protections.

4 2. In the event that a Party is required, by a valid discovery request, to
5 produce a Non-Party's confidential information that is in the Party's possession,
6 and the Party is subject to an agreement with the Non-Party not to produce the
7 Non-Party's confidential information, the Party shall:

- 8 1. Promptly notify in writing the Requesting Party and the Non-Party
9 that some or all of the information requested is subject to a
10 confidentiality agreement with a Non-Party;
- 11 2. Promptly provide the Non-Party with a copy of the Amended
12 Stipulated Protective Order in this Action, the relevant discovery
13 request(s), and a reasonably specific description of the information
14 requested; and
- 15 3. Make the information requested available for the Non-Party's
16 inspection, if the Non-Party requests.

17 3. If the Party in whose possession the Non-Party's confidential
18 information is held does not have a confidentiality agreement with the Non-Party,
19 this Amended Stipulated Protective Order shall provide sufficient protection for all
20 personally identifiable information (as defined in California Streets & Highways
21 Code § 31490(o)) of a Non-Party.

22 4. If the Non-Party fails to seek a protective order from this Court within
23 fourteen (14) days of receiving the notice and accompanying information, the
24 Receiving Party may produce the Non-Party's confidential information responsive
25 to the discovery request. If the Non-Party timely seeks a protective order, the
26 Receiving Party shall not produce any information in its possession or control that
27 is subject to the confidentiality agreement with the Non-Party before a
28 determination by the Court on the Non-Party's request for a protective order.

1 Absent a court order to the contrary, the Non-Party shall bear the burden and
2 expense of seeking protection in this Court for its Protected Material.

3 **XI. UNAUTHORIZED DISCLOSURE OF PROTECTED**
4 **MATERIAL**

5 If a Receiving Party learns that, by inadvertence or otherwise, it has
6 disclosed Protected Material to any person or in any circumstance contrary to the
7 provisions of this Order, the Receiving Party must immediately (a) notify in
8 writing the Designating Party of the unauthorized disclosure(s); (b) use its
9 reasonable efforts to retrieve all unauthorized copies of the Protected Material; (c)
10 inform the person or persons to whom unauthorized disclosures were made of all
11 of the terms of this Order; and (d) request such person or persons to execute the
12 “Acknowledgement and Agreement to Be Bound” that is attached hereto as Exhibit
13 A.

14 **XII. INADVERTENT PRODUCTION OF PRIVILEGED OR**
15 **OTHERWISE PROTECTED MATERIAL**

16 When a Producing Party gives notice to Receiving Parties that certain
17 inadvertently produced material is subject to a claim of privilege or other
18 protection from disclosure, the obligations of the Receiving Parties are those set
19 forth in Federal Rule of Civil Procedure 26(b)(5)(B). This provision is not
20 intended to modify whatever procedure may be established in an e-discovery order
21 that provides for production without prior privilege review. Pursuant to Federal
22 Rules of Evidence 502(d) and (e), insofar as the Parties reach an agreement on the
23 effect of disclosure of a communication or information covered by the attorney-
24 client privilege or work product protection, the Parties may incorporate their
25 agreement into this Amended Stipulated Protective Order and submit such
26 amendment of this Amended Stipulated Protective Order to the Court.

1 **XIII. MISCELLANEOUS**

2 **A. Right to Further Relief**

3 Nothing in this Order abridges the right of any person or Party to seek
4 modification of this Order by the Court in the future.

5 **B. Right to Assert Other Objections**

6 By stipulating the entry of this Amended Stipulated Protective Order, no
7 Party waives any right it otherwise would have to object to disclosing or producing
8 any information or item on any ground not addressed in this Amended Stipulated
9 Protective Order. Similarly, no Party waives any right to object on any ground to
10 use in evidence of any material covered by this Amended Stipulated Protective
11 Order.

12 **C. Filing Protected Material**

13 A Party seeking to file under seal any Protected Material must comply with
14 Civil Local Rule 79-5. Protected Material may only be filed under seal pursuant to
15 a court order authorizing the sealing of specific Protected Material at issue. If a
16 Party’s request to file Protected Material under seal is denied by the Court, then
17 Receiving Party must seek written permission of the Producing Party to file the
18 information in the public record, unless otherwise instructed by the Court.

19 **D. Production of “CONFIDENTIAL” Information or Other Items**
20 **Related to Plaintiffs**

21 To the extent that Plaintiffs request Protected Material from any Party
22 concerning Plaintiffs or Plaintiffs’ property through a Request for Production,
23 Interrogatory, or Request for Admission, Plaintiffs hereby consent to the
24 production and disclosure of any Protected Material by the Responding Party,
25 regardless of form or content, to all the Parties to this Action and the Court, in each
26 case subject to the same being held and treated in accordance with the terms of this
27 Order as information designated “CONFIDENTIAL – FOR ATTORNEY’S EYES
28 ONLY”.

1 **XIV. FINAL DISPOSITION**

2 Except with respect to any Protected Material that has been disclosed in
3 accordance with the provisions of this Order on terms and conditions, consistent
4 with this Order, that make it impracticable to do so, or information that is publicly
5 available otherwise, after the Final Disposition of this Action, as defined in Section
6 V of this Amended Stipulated Protective Order, within sixty days (60) of a written
7 request by the Designating Party, each Receiving Party must return all Protected
8 Material to the Producing Party or destroy such material. As used in this
9 subdivision, “all Protected Material” includes all copies, abstracts, compilations,
10 summaries, and any other format reproducing or capturing any of the Protected
11 Material. Whether the Protected Material is returned or destroyed, the Receiving
12 Party must submit a written certification to the Producing Party (and, if not the
13 same person or entity, to the Designating Party) by the sixty-day (60) deadline.
14 The written certification must (a) identify (by category, where appropriate) all the
15 Protected Material that was returned or destroyed, and (b) affirm that the Receiving
16 Party has not retained any copies, abstracts, compilations, summaries or any other
17 format reproducing or capturing any of the Protected Material. Notwithstanding
18 this provision, Counsel are entitled to retain an archival copy of all pleadings,
19 motion papers, trial, deposition, and hearing transcripts, legal memoranda,
20 correspondence, deposition and trial exhibits, expert reports, attorney work
21 product, and consultant and expert work product, even if such materials contain
22 Protected Material. Any such archival copies that contain or constitute Protected
23 Material remain subject to this Protective Order for as long as they exist.

24 **XV. VIOLATIONS**

25 Any violation of this Order may be punished by any and all appropriate
26 remedies at law or equity, including, but not limited to, contempt proceedings
27 and/or sanctions, in each case in accordance with and subject to provisions of law
28 applicable thereto

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IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

<p>Date: May 5, 2017</p>	<p>NOSSAMAN LLP E. GEORGE JOSEPH BENJAMIN Z. RUBIN ASHLEY J. REMILLARD</p> <hr/> <p>By: /s/ Benjamin Z. Rubin Benjamin Z. Rubin</p> <p>Attorneys for Defendants FOOTHILL/EASTERN TRANSPORTATION CORRIDOR AGENCY; SAN JOAQUIN HILLS TRANSPORTATION CORRIDOR AGENCY; RHONDA REARDON; MICHAEL KRAMAN; CRAIG YOUNG; SCOTT SCHOEFFEL; AND ROSS CHUN</p>
<p>Date: May 5, 2017</p>	<p>WOODRUFF, SPRADLIN & SMART M. LOIS BOBAK</p> <hr/> <p>By: /s/ M. Lois Bobak M. Lois Bobak</p> <p>Attorneys for Defendants ORANGE COUNTY TRANSPORTATION AUTHORITY, LORI DONCHAK, AND DARRELL JOHNSON</p>

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<p>Date: May 5, 2017</p>	<p>ROPER, MAJESKI, KOHN & BENTLEY STEPHEN J. ERIGERO TIMOTHY J. LEPORE</p> <p>By: /s/ Timothy J. Lepore _____ Timothy J. Lepore</p> <p>Attorneys for Defendants BRIC-TPS LLC and WILLIAM P. DUFFY</p>
<p>Date: May 5, 2017</p>	<p>FAGRE BAKER DANIELS LLP TARIFA B. LADDON AARON D. VAN OORT</p> <p>By: /s/ Aaron D. Van Oort _____ Aaron D. Van Oort</p> <p>Attorneys for Defendants 3M COMPANY</p>
<p>Date: May 5, 2017</p>	<p>ZELDES HAEGGQUIST & ECK, LLP HELEN I. ZELDES</p> <p>By: /s/ Helen I. Zeldes _____ Helen I. Zeldes</p> <p><i>Interim Co-Lead Class Counsel</i></p>
<p>Date: May 5, 2017</p>	<p>LINDEMANN LAW FIRM, APC BLAKE J. LINDEMANN</p> <p>By: /s/ Blake J. Lindemann _____ Blake J. Lindemann</p> <p><i>Interim Co-Lead Class Counsel</i></p>

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Date: May 5, 2017	CUNEO GILBERT & LADUCA LLP MICHAEL J. FLANNERY By: <u>/s/ Michael J. Flannery</u> Michael J. Flannery <i>Interim Co-Lead Class Counsel</i>
Date: May 5, 2017	By: <u>Ken Steelman</u> Ken Steelman Attorneys for Defendant COFIROUTE USA, LLC

FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

Date: May 10, 2017

By: 
Jay C. Gandhi
U.S. Magistrate Judge

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EXHIBIT A
ACKNOWLEDGEMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name], of _____
_____ [print or type full address], declare that I
have read in its entirety and understand the Amended Stipulated Protective Order
that was issued by the United States District Court for the Central District of
California on _____ [date] in the matter of *In re: Toll Roads*
Litigation, Penny Davidi Borsuk, et al. v. Foothill/Eastern Transportation
Corridor Agency, et al., U.S. District Court C.D. C.A. Case No. 8:16-cv-00262 AG
(JCGx). I agree to comply with and to be bound by all terms of the Amended
Stipulated Protective Order and I understand and acknowledge that failure to so
comply could expose me to sanctions and punishment in the nature of contempt. I
also understand and acknowledge that the Parties to the above-referenced action
may have legal remedies available to them against me for failure to comply with
the Stipulated Protective Order. I solemnly promise that I will not disclose in any
manner any information or item that is subject to the Amended Stipulated
Protective Order to any person or entity except in strict compliance with the
provisions of the Amended Stipulated Protective Order.

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

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Date: _____

At: _____

[City and State Where Sworn and Signed]

Printed Name: _____

Signature: _____

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SIGNATURE CERTIFICATION

Pursuant to L.R. 5-4.3.4, I hereby certify that the content of this document is acceptable to all counsel listed on the signature page, and that I have obtained each counsel’s authorization to attach their respective electronic signatures to this document.

By: /s/ Blake J. Lindemann
Blake J. Lindemann