



## SCHEDULE A

### DEFINITIONS

The following Definitions apply to and should be considered as part of each Instruction and Request for Production (a “Request,” and collectively, the “Requests”) below without regard to capitalization:

1. The connectives “and” and “or” shall be construed either disjunctively or conjunctively as necessary to bring within the scope of the applicable Request all responses that might otherwise be construed to be outside of the scope of the applicable Request.

2. The terms “any” and “all” shall mean “any and all.”

3. “Communication” or “Communications” means and includes every manner or means of disclosure, transfer, or exchange, and every disclosure, transfer or exchange of information whether orally or by document or otherwise, face-to-face, by phone, telecopier, mail, personal delivery, or otherwise.

4. “Document” means any written, typed, electronic or electronically stored, recorded, or graphic matter, however produced or reproduced, of any kind or description, including originals, non-identical copies and drafts, and includes all materials within the scope of the Court of Chancery Rules, including, without limitation, books, papers, writings, drawings, graphs, charts, photographs, sound recordings, images, electronic documents, text messages, electronic mail and other

data or data compilations from which information can be obtained, either directly or, if necessary, after conversion into a reasonably usable form.

5. “NSS” or “Defendant” means Security Services, LLC, including any predecessors or successors, and any of its respective consultants, advisors, representatives, agents, attorneys, accountants, employees, and all persons acting or purporting to act on behalf of the foregoing.

6. “Plaintiff” or “Mr. Joffe” means Plaintiff Rodney Joffe and his consultants, advisors, representatives, agents, attorneys, accountants, employees, and all persons acting or purporting to act on behalf of any of the foregoing, including specifically Martin Jannol and the Jannol Law Group, and also including any businesses or entities owned or controlled, in whole or in part, by Plaintiff Rodney Joffe, including but not limited to Packet Forensics, LLC, CenterGate Research Group LLC, Vostrom Holdings, Inc. (formerly Main Nerve), Dissect Cyber Inc., Zetalytics LLC, BitVoyant, LLC, Littoral Ventures, LLC, and Dino Capital Group, LLC.

7. “You,” “Your,” or “Georgia Tech” means Georgia Institute of Technology and its representatives, agents, attorneys, accountants, employees, and all persons acting or purporting to act on behalf of any of the foregoing, including but not limited to Manos Antonakakis and David Dagon.

8. The verb “concern” and its variants encompass the terms “refer,”

“reflect,” and “relate.”

9. “Relating to” means concerning, discussing, containing, constituting, showing, or relating or referring to in any way, directly or indirectly, and when used with reference to documents is meant to include, among other documents, documents underlying, supporting, now or previously attached or appended to, or used in the preparation of any document called for by each document request.

10. The use of the singular form of any word includes the plural and vice versa.

11. The use of a verb in any tense shall be construed as the use of the verb in all other tenses whenever necessary to bring within the scope of the applicable Request all responses that might otherwise be construed to be outside of the scope of the applicable Request.

### **INSTRUCTIONS**

1. Each Request shall be responded to fully unless it is objected to in good faith. In the event of a good-faith objection, the reasons for such objection shall be stated with specificity. If an objection pertains only to a portion of a Request, or to a word, phrase, or clause contained in a Request, an objection to that portion only should be stated; a response to the remainder of the Request is required.

2. If any document is withheld on the grounds of privilege, work

product, or otherwise, specifically identify the following: (i) the form of document (e.g., memorandum, letter, note, electronic mail, etc.) that is being withheld; (ii) the date of that document or, if no date appears thereon, the approximate date the document was prepared; (iii) the identity of the author or authors; (iv) the identity of the person or persons to whom the document is addressed; (v) the identity of any recipients of the document that appear on the document as having received a copy; (vi) the identity of any attachments to the document and a statement of whether such attachment(s) have been produced; (vii) the subject matter of the document; and (viii) the nature of the privilege or immunity asserted, or the other grounds for withholding the document including, if relevant, the attorney and client involved.

3. Whenever a document is not produced in full or is produced in redacted form, state with particularity the reason or reasons it is not being produced in full and describe to the best of Your knowledge, information, and belief, those portions of the document which are not being produced.

4. Documents produced in response to the Requests shall be produced as they are kept in the usual course of business or shall be organized and labeled to indicate the specific paragraph or paragraphs to which they respond. If multiple copies of a document were prepared or if additional copies were made after the original document was prepared, and if any such copies were not or are no longer

identical by reason of subsequent notion or modification of any kind, including notations on the front or back of the document, such non-identical copies must be produced.

5. If any portion of a document is considered responsive to any Request, the Request shall be construed as requesting production of the entire document.

6. The documents of each party, person, or entity producing documents in response to the Requests shall be grouped and identified separately from the documents of all other producing persons.

7. If, in responding to these discovery requests, You claim any ambiguity in a Request, Definition, or Instruction, such claim shall not be utilized as a basis for refusing to respond, but You shall set forth as part of Your response the language deemed to be ambiguous and the interpretation used in responding to the Request.

8. Each Request shall be construed according to its own terms in accordance with these Definitions and Instructions. Although there may be some overlap, no Request should be understood to limit any other.

9. Each Request shall be understood to encompass a Request for all transmittal sheets, cover letters, exhibits, enclosures, and attachments to any responsive documents in addition to the responsive documents themselves without abbreviation or expurgation.

10. Responsive documents shall be produced in image format, with searchable text load files that are compatible with Relativity. The images shall be single-page, 300 DPI, Group IV .tiff images. For each individual document based on an electronic file, the load file shall, to the extent practicable, contain the corresponding text that extracted from the electronic file, not generated as an OCR file from the .tiff image(s). In the case of e-mail, the load file shall also include, to the extent practicable, header information including: (1) the individual to whom the communication was directed (“To”); (2) the author of the e-mail communication (“From”); (3) who was copied (“cc”) and/or blind copied (“bcc”) on such e-mail; (4) the subject line of the e-mail (“Re” or “Subject”); and (5) the date and time sent. For each document, the load file shall also contain: (1) the beginning Bates number (referring to the first page of the document); (2) the ending Bates number (referring to the last page of the document); and in the case of e-mails with attachments, (3) the beginning attachment range number(s); and (4) the ending attachment range number(s), where the “attachment range” records the relationship of e-mails to their attachments. The attachment range should be recorded from the first page of the first document in the attachment range to the last page.

11. Unless otherwise indicated, the relevant time period for each request shall be from January 1, 2016 through the date of Your response to this document request (the “Relevant Time Period”), and shall include all documents which relate

or refer to such period even though prepared, published, sent or received, in whole or in part, prior or subsequent to that period.

12. These requests are continuing and all Documents or Communications coming into Your possession, custody, or control which would have been produced had they been available earlier shall be produced forthwith.

### **DOCUMENTS REQUESTED**

1. Any contracts that Georgia Tech entered into in 2016 or 2017 relating to Domain Name System ("DNS") data, including but not limited to any contracts with Neustar, Inc.; Packet Forensics, LLC; CenterGate Research Group LLC; Vostrom Holdings, Inc. (formerly Main Nerve); Dissect Cyber Inc.; Zetalytics LLC; BitVoyant, LLC; Littoral Ventures LLC; or Dino Capital Group, LLC.

2. Communications, documents, and computer data relating to allegations of a secret communications channel between the Trump Organization and Alfa Bank, including specifically materials relating to:

a. the Trump Organization server (IP address 66.216.133.29) or domains ("trump-email.com"; "contact-client.com"; hostnames "emai11.trump-email.com" or "trumpl.contact-client.com"; and any iterations involving alternate capitalization or concatenated versions thereof);

b. any analysis of computer data related to either the Trump Organization or Alfa Bank; or

- c. allegations of Russian interference in U.S. elections;
3. Communications, documents, and computer data exchanged with individuals using the pseudonyms "Tea Leaves" or "Max";
4. Communications, documents, and computer data exchanged with April Lorenzen or Rodney Joffe;
5. Communications, documents, and computer data exchanged with any person affiliated with Neustar, Inc.; Zetalytics LLC; Dissect Cyber Inc.; Packet Forensics LLC; Vostrom Holdings, Inc.; Centergate Research Group, LLC; or any other entity or entities affiliated with Rodney Joffe;
6. Communications, documents, and computer data exchanged with Perkins Coie LLP, Michael Sussmann, Marc Elias, or any other person affiliated with Perkins Coie;
7. Communications, documents, and computer data exchanged with the Clinton Campaign or the Democratic National Committee;
8. Communications, documents, and computer data that were produced in response to the open records request made by Margaret Krawiec on October 13, 2021, attached hereto as Exhibit A; and
9. Communications, documents, and computer data that were produced in response to any subpoena or discovery request from the Office of Special Counsel John Durham and the associated Grand Jury Investigation, including but not limited



to the legal proceeding in *United States v. Sussman*, No. 1:21-er-00582-CRC-1  
(D.D.C. 2021).

**SCHEDULE B**



**GRANTED**

EFiled: Jan 19 2023 03:39PM EST  
Transaction ID 68935034  
Case No. 2022-1041-KSJM



**IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE**

RODNEY JOFFE,	)	
	)	
Plaintiff,	)	
	)	
v.	)	C. A. No. 2022-1041-KSJM
	)	
NEUSTAR, INC. and SECURITY	)	
SERVICES, LLC,	)	
	)	
Defendants.	)	

**STIPULATION AND [PROPOSED] ORDER FOR THE PRODUCTION AND EXCHANGE OF CONFIDENTIAL INFORMATION**

WHEREAS, the parties to the above-captioned action (the “Litigation”) will engage, or are engaged, in discovery proceedings, which may include, among other things, producing documents, responding to written discovery requests, and taking depositions; and

WHEREAS, those discovery proceedings may involve the production of certain information that one or more of the parties to the Litigation (collectively the “Parties,” and each a “Party”) believe to be confidential and sensitive commercial, financial, or business information;

IT IS HEREBY STIPULATED AND AGREED, by the Parties hereto, through their undersigned counsel, subject to the approval of the Court, pursuant to Court of Chancery Rules 5.1 and 26(c), that this Stipulation and Order for the

Production and Exchange of Confidential Information (the “Stipulation”) will govern the handling of documents, deposition testimony, deposition exhibits, deposition transcripts, written discovery requests, interrogatory responses, responses to requests for admissions, responses to requests for documents, electronically stored information, and any other information or material produced, given, or exchanged, including any information contained therein or derived therefrom (collectively, “Discovery Material”) by or among any Party or non-Party providing Discovery Material (each a “Producing Party”) in this Litigation.

1. Any Producing Party may designate any Discovery Material as “Confidential” under the terms of this Stipulation if such Producing Party believes in good faith and reasonably that such Discovery Material contains non-public, confidential, personal, business, strategic, proprietary, or commercially sensitive information that requires the protections provided in this Stipulation (“Confidential Discovery Material”).

2. The designation of Discovery Material as Confidential Discovery Material shall be made in the following manner:

a. In the case of documents or other materials (apart from transcripts of depositions or other pre-trial testimony): (i) by stamping the TIFF image of any document that is produced or otherwise affixing the legend “Confidential” to each page containing any Confidential Discovery Material; or

(ii) in the case of electronically stored information produced in native format, by including “Confidential” in the file or directory name, or by affixing the legend “Confidential” to the media containing the Discovery Material (*e.g.*, CD-ROM, DVD, flash drive, floppy disk,), or if a placeholder TIFF image is used for certain native documents, stamping the placeholder and where feasible, also marking the disk or other electronic media on which electronic data is produced with the appropriate designation.

b. In the case of depositions or other pre-trial testimony: (i) by a statement on the record, by counsel, at the time of such disclosure or before the conclusion of the deposition or testimony; or (ii) by written notice, sent to all Parties within five (5) business days of receipt of the rough or final transcript (whichever is received first) designating the entire transcript or portions thereof; provided that only those portions of the transcript designated as Confidential Discovery Material shall be deemed Confidential Discovery Material. All depositions and other pretrial testimony will be deemed to be Confidential Discovery Material until the expiration of the 5<sup>th</sup> business day after counsel receive a copy of the rough or final transcript (whichever is received first), after which such deposition and other pretrial testimony will be treated in accordance with its confidentiality designation, if any. The Parties may modify this procedure for any deposition or other pre-trial testimony, through agreement on

the record at such deposition or testimony, without further order of the Court.

c. In the case of any other Discovery Material, by written notice that the Discovery Material constitutes Confidential Discovery Material. If any interrogatory seeks Confidential Discovery Material, the Party answering such interrogatory may answer the interrogatory separately from the other interrogatories with which it was served and shall designate such separate answer as “Confidential” by so marking the pages containing the answer.

3. The designation of Discovery Material as Confidential Discovery Material shall constitute a representation that such Discovery Material has been reviewed by an attorney representing the Party making the designation, and that there is a good faith basis for such designation.

4. Inadvertent failure to designate Discovery Material as Confidential Discovery Material shall not constitute a waiver of such claim and may be corrected promptly upon discovery of such failure. A Producing Party may designate as “Confidential” any Discovery Material that has already been produced, including Discovery Material that the Producing Party inadvertently failed to designate as Confidential Discovery Material, (i) by notifying in writing the Party to whom the production has been made that the Discovery Material constitutes Confidential Discovery Material, or (ii) in a manner consistent with Paragraph 2. The Party making the designation shall mark and replace previously

supplied Discovery Material. Upon receiving notice of the inadvertent failure to designate, the Parties shall thereafter treat the Discovery Material so designated as Confidential Discovery Material, and such Discovery Material shall be fully subject to this Stipulation from the date of such supplemental notice forward. The Party receiving such notice shall make a reasonable, good-faith effort to ensure that any analyses, memoranda, notes, or other such materials generated based upon such newly designated information are immediately treated as containing Confidential Discovery Material. In addition, upon receiving such supplemental written notice, any receiving Party that disclosed the Discovery Material before its designation as “Confidential Discovery Material” shall exercise its best efforts to ensure (i) the return or destruction of such Discovery Material by any person not authorized to receive the Confidential Discovery Material under the terms of this Stipulation, (ii) that any documents or other materials derived from such Discovery Material are treated as if the Discovery Material had been designated as “Confidential Discovery Material” when originally produced, (iii) that such Discovery Material is not further disclosed except in accordance with the terms of this Stipulation, and (iv) that any such Discovery Material, and any information derived therefrom, is used solely for the purposes described in Paragraph 9 of this Stipulation.

5. Confidential Discovery Material may be disclosed, summarized,

described, characterized, or otherwise communicated or made available in whole or in part only to the following persons for use in accordance with this Stipulation:

- a. The Parties and the directors, officers, general partners, limited partners, managers, members, and employees of the Parties who are assisting with or making decisions concerning the Litigation, to the extent deemed reasonably necessary by counsel of record for the purpose of assisting in the prosecution or defense of the Litigation;
- b. Counsel who represent Parties in this Litigation (including in-house counsel) and the partners, counsel, associates, paralegals, secretaries, clerical, regular and temporary employees, and service vendors of such counsel (including outside copying and litigation support services) who are assisting with the Litigation;
- c. Subject to Paragraph 7, experts or consultants assisting counsel for the Parties, and partners, associates, paralegals, secretaries, clerical, regular and temporary employees, and service vendors of such experts or consultants (including outside copying services and outside support services) who are assisting with the Litigation, provided such person(s) or an appropriate company official with authority to do so has first executed the form attached as Exhibit A hereto;
- d. Subject to Paragraph 8, witnesses or deponents, and their counsel, only to the extent necessary to conduct or prepare for depositions or



testimony or to prepare and submit declarations or affidavits in this Litigation, provided such person has first executed the form attached as Exhibit A hereto;

e. Any person indicated on the face of a document or accompanying cover letter, email, or other communication to be the author, addressee, or an actual or intended recipient of the document (or indicated as a blind copy recipient in such document/communication's metadata); any person indicated as the custodian of the document/communication in corresponding metadata or as confirmed by the Producing Party, or, in the case of meeting minutes and presentations, an attendee of the meeting;

f. The Court, persons employed by the Court, and court reporters transcribing any hearing, trial, or deposition in this Litigation or any appeal therefrom; and

g. Any other person only upon (i) order of the Court entered upon notice to the Parties, or (ii) written stipulation of, or statement on the record by, the Producing Party who provided the Confidential Discovery Material being disclosed, provided that such person signs an undertaking in the form attached as Exhibit A hereto.

6. Subject to Paragraph 24, to the extent that testimony is sought concerning Confidential Discovery Material during any deposition or in any other pre-trial venue, any Party may exclude any person from the deposition or other

venue during such testimony if the Confidential Discovery Material may not be disclosed to such person under the terms of this Stipulation.

7. Notwithstanding Paragraph 5(c) above, Confidential Discovery Material may be provided to persons listed therein only to the extent necessary for such expert or consultant to prepare a written opinion, to prepare to testify, or to assist counsel in this Litigation, provided that such expert or consultant (i) is not currently an employee of, or advising or discussing employment with, or consultant to (aside from expert services provided in connection with is Litigation), any Party or any known Competitor (as defined below) or potential transaction counterparty of the Producing Party designating the Confidential Discovery Material, as far as the expert or consultant can reasonably determine, and (ii) is using said Confidential Discovery Material pursuant to the terms of this Stipulation; and further provided that such expert or consultant agrees to be bound by the terms of this Stipulation by signing an undertaking in the form attached as Exhibit A hereto. Counsel for the Party showing, providing, or disclosing Confidential Discovery Material to any person required to execute an undertaking pursuant to this paragraph shall be responsible for obtaining and retaining such signed undertaking before the provision of Confidential Discovery Material to such expert or consultant. Under no circumstances shall an expert or consultant who is a Competitor or an employee of a Competitor of the Producing Party, or who is

providing services to any of the foregoing, be provided access to Confidential Discovery Material absent further order of the Court or consent of the Producing Party. “Competitors” are persons or entities engaged in engaged in the same or similar lines of business as the Producing Party.

8. Notwithstanding Paragraph 5(d) above, Confidential Discovery Material may be provided to persons listed therein only after (i) they confirm their understanding and agreement to abide by the terms of this Stipulation by making such a statement on the record, and/or by signing an undertaking in the form attached as Exhibit A hereto, or (ii) a court of competent jurisdiction orders them to abide by the terms of the Stipulation. Counsel for the Party showing Confidential Discovery Material to any person required to execute an undertaking pursuant to this paragraph shall be responsible for obtaining and retaining such signed undertaking before the provision of such Confidential Discovery Material to such person.

9. Confidential Discovery Material shall be used solely for purposes of this Litigation and shall not be used for any other purpose, including, without limitation, any business or commercial purpose; provided, however, that the foregoing shall not apply to Confidential Discovery Material that is or properly becomes part of the public record; and further provided that the restrictions on the use of Confidential Discovery Material may be modified for good cause shown.

10. Every person to whom Confidential Discovery Material is disclosed, summarized, described, characterized, or otherwise communicated or made available, in whole or in part, shall be advised that the information is being disclosed pursuant and subject to the terms of this Stipulation and may not be disclosed or used for purposes other than those permitted hereunder. Each such person shall maintain the Confidential Discovery Material, and information derived therefrom, in a manner reasonably calculated to prevent unauthorized disclosure. Any Party issuing a subpoena to a non-Party shall enclose a copy of this Stipulation and notify the non- Party that the protections of this Stipulation are available to such non-Party.

11. Any pleading, brief, memorandum, motion, letter, affidavit, exhibit or other document filed with the Court that discloses, summarizes, describes, characterizes, includes, attaches, or otherwise communicates Confidential Discovery Material (a “Confidential Filing”) must be filed confidentially and not available for public access (“Confidential Treatment”) in accordance with Court of Chancery Rules 5.1 and 79.1 and the Administrative Directive of the Chancellor of the Court of Chancery of the State of Delaware Amended No. 2003-1, dated March 15, 2007, regarding e-File Administrative Procedures, which may be accomplished by submitting documents with a cover page containing the caption in the Litigation and the following statements and information:

**IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE**

RODNEY JOFFE,	)	
	)	
Plaintiff,	)	
	)	
v.	)	C.A. No. 2022-1041-KSJM
	)	
NEUSTAR, INC. and SECURITY	)	
SERVICES, LLC,	)	
	)	
Defendants.	)	

**YOU ARE IN POSSESSION OF A CONFIDENTIAL FILING FROM THE COURT OF CHANCERY OF THE STATE OF DELAWARE.**

**If you are not authorized by the Court to view or retrieve this document, read no further than this page. You should contact the following person:**

**[Filing Attorney’s Name]  
[Filing Attorney’s Law Firm]  
[Filing Attorney’s Address]  
[Filing Attorney’s Telephone Number]**

In addition, every page of the Confidential Filing shall have a footer stating:  
**THIS DOCUMENT IS A CONFIDENTIAL FILING. ACCESS IS PROHIBITED EXCEPT AS AUTHORIZED BY COURT ORDER.**

If a public version of the Confidential Filing will be filed in accordance with Court of Chancery Rule 5.1(d), then the cover page shall also state:

**A public version of this document will be filed on or before [DATE]**

If a paper copy of that document is to be submitted to the Court for any reason, that

document shall be submitted in a sealed envelope or package marked with the title of the Litigation and bearing a statement substantially in the following form:

**CONFIDENTIAL**

**FILED UNDER SEAL PURSUANT TO A PROTECTIVE ORDER DATED \_\_\_\_\_, 20\_\_, GOVERNING CONFIDENTIALITY OF DOCUMENTS AND INFORMATION OBTAINED DURING THE COURSE OF THIS LITIGATION.**

**THIS ENVELOPE IS NEITHER TO BE OPENED NOR THE CONTENTS THEREOF DISPLAYED OR REVEALED EXCEPT BY OR TO QUALIFIED PERSONS OR BY COURT ORDER.**

12. The Party making a Confidential Filing must comply with the provisions of Court of Chancery Rule 5.1. The definition of Confidential in this stipulation may encompass Confidential Discovery Information that falls within a broader range of material than is covered by Rule 5.1. Nevertheless, when complying with Rule 5.1, parties must file a copy of the Confidential Filing for public inspection that omits only such Confidential Discovery Material as to which the Producing Party reasonably and in good faith believes the public interest in access to Court proceedings is outweighed by the harm public disclosure of such Discovery Material would cause because it contains sensitive, non-public information. For avoidance of doubt, the Parties have no obligation to file public versions of any exhibits, affidavits, declarations or other attachments filed as part

of a Confidential Filing, except as required by Court of Chancery Rule 5.1(f)(1) or otherwise ordered by the Court or required by the Register in Chancery.

13. All materials filed pursuant to Paragraph 11 shall be released from Confidential Treatment (as defined in Court of Chancery Rule 5.1) by the Register in Chancery only as provided in Court of Chancery Rules 5.1(d) and 5.1(g), as applicable, or upon further order of this Court. When any Party receives a notice from the Register in Chancery pursuant to Rule 5.1 concerning the release of Confidential Filings that were filed with the Court by such Party but contain Discovery Material designated as Confidential Discovery Material by another Producing Party, the Party receiving the notice shall deliver a copy of such notice (by hand, email, or facsimile transmission) to counsel for the Producing Party (or Producing Parties) within three (3) business days of the receipt of such notice, if such notice is not otherwise sent to such Producing Party by the Register in Chancery, so as to enable the latter to seek further Confidential Treatment or to have the documents returned or destroyed. The provisions of this paragraph may be waived only with the prior written consent of the Producing Party.

14. In accordance with the provisions of Court of Chancery Rule 5.1(f), any Party who objects to the continued restriction on public access to any Confidential Filing, or any portion thereof, shall give written notice of the objection to the Producing Party. If the Confidential Filing was a document for

which the filing of a public version was not required under Rule 5.1(d), the Producing Party seeking to continue the restriction on public access to the Confidential Filing, or any portion thereof, shall provide the notices and public filings within the time periods required by Rule 5.1(f)(1). To the extent that the Producing Party seeks to continue the restriction on public access to the Confidential Filing, or any portion thereof, to which a public version is available, the Producing Party shall file a motion with the Court within the five-day period mandated by Court of Chancery Rule 5.1(f)(2). The filing of the motion constitutes a certification that the signer of the motion personally reviewed the Confidential Filing and that continued Confidential Treatment is appropriate. The person challenging Confidential Treatment shall have five (5) days to file an opposition. The Court shall then determine whether Confidential Treatment will be maintained, or whether a reply, hearing or further proceedings are warranted. If a motion seeking continued Confidential Treatment is not timely filed, then the Confidential Filing shall become part of the public record, and the Register in Chancery shall permit access to the Confidential Filing on the docket system to the same extent as any other public filing. If an opposition to the motion is not timely filed, then the challenge shall be deemed withdrawn and the Confidential Filing shall continue to receive Confidential Treatment.

15. During the pendency of this Litigation, any Party objecting to the



designation of any Discovery Material as Confidential Discovery Material may, after making a good faith effort to resolve any such objection, move on reasonable notice for an order vacating the designation. While such an application is pending, the Discovery Material in question shall be treated as Confidential Discovery Material pursuant to this Stipulation. The provisions of this Stipulation are not intended to shift any burdens of proof, including the burden of establishing that any Discovery Material validly constitutes Confidential Discovery Material, which burden remains on the Party that designates such Discovery Material or testimony as Confidential Discovery Material.

16. The Parties reserve the right to apply, upon short notice, for an order seeking additional safeguards with respect to the use and handling of Discovery Material or to modify the terms of this Stipulation. The parties agree to meet and confer in good faith prior to moving the Court for any modifications or additional safeguards.

17. Entering into this Stipulation, or agreeing to and/or producing or receiving Discovery Material or Confidential Discovery Material or otherwise complying with the terms of this Stipulation, shall not:

a. Prejudice in any way the rights of any Party to (i) seek production of documents or information it considers subject to discovery, or (ii) object to the production of documents or information it considers not subject to

discovery;

b. Operate as an admission by any Party that any Discovery Material constitutes Confidential Discovery Material or contains or reflects trade secrets or any other type of confidential information;

c. Prejudice in any way the rights of any Party to (i) petition the Court for a further protective order relating to any purportedly Confidential Discovery Material, or (ii) seek a determination by the Court whether any Discovery Material or Confidential Discovery Material should be subject to the terms of this Stipulation;

d. Prevent any Party from agreeing in writing to alter or waive the provisions or protections provided herein with respect to any Discovery Material; Prejudice in any way the rights of any Party to object to the relevance, authenticity, use, or admissibility into evidence of any document, testimony, or other evidence subject to this Stipulation;

e. Preclude any Party from objecting to discovery that it believes to be otherwise improper; or

f. Operate as a waiver of any attorney-client, work product, business strategy, trade secret, or other privilege, immunity or protection.

18. This Stipulation has no effect upon, and shall not apply to, a Producing Party's use or disclosure of its own Discovery Material for any purpose.

Nothing herein shall: (i) prevent a Producing Party from disclosing its own Confidential Discovery Material; or (ii) impose any restrictions on the use or disclosure by any person of documents, materials, or information designated as Confidential Discovery Material obtained lawfully by such person independently of the discovery proceedings in this Litigation, and not otherwise subject to confidentiality restrictions.

19. If Discovery Material that is subject to a claim of attorney-client privilege, attorney work product, or any other applicable privilege or immunity or ground on which production of that information should not be made to any Party (“Inadvertent Production Material”) is inadvertently produced to that Party or Parties, such inadvertent production shall in no way prejudice or otherwise constitute a waiver of, or estoppel as to, any claim of attorney-client privilege, work product, or other applicable privilege or immunity; provided further:

a. A claim of inadvertent production shall constitute a representation by that Producing Party that the Inadvertent Production Material has been reviewed by an attorney for such Producing Party and that there is a good faith basis for such claim of inadvertent production.

b. If a claim of inadvertent production is made pursuant to this Stipulation, with respect to Discovery Material then in the custody of another

Party, the Party possessing the Inadvertent Production Material shall: (i) refrain from any further examination or disclosure of the claimed Inadvertent Production Material; (ii) if requested, promptly make a good-faith effort to return or destroy the claimed Inadvertent Production Material and all copies thereof (including summaries and excerpts) and all copies thereof, and certify in writing to that fact; and (iii) not use the Inadvertent Production Material for any purpose until further order of the Court.

c. A Party may move the Court for an order compelling production of the claimed Inadvertent Production Material; and may retain a copy of the material on an attorney's-eyes-only basis for the purpose of bringing such a motion; however, while such motion is pending, the Discovery Material in question shall be treated as Inadvertent Production Material, and such motion may not assert as a ground for entering such an order the fact or circumstance of the inadvertent production, nor shall such motion include or otherwise disclose, as an attachment, exhibit, or otherwise, the Inadvertent Production Material (or any portion thereof) that is the subject of such motion.

20. Nothing herein shall be deemed to waive any applicable common law or statutory privilege or work product protection.

21. In the event additional Parties join or are joined in this Litigation, they shall not have access to Confidential Discovery Material until the newly joined

Party by its counsel has executed and filed with the Court its agreement to be fully bound by this Stipulation.

22. The Parties agree to be bound by the terms of this Stipulation pending the entry by the Court of this Stipulation, and any violation of its terms shall be subject to the same sanctions and penalties as if this Stipulation had been entered by the Court.

23. Subject to the requirements of Court of Chancery Rule 5.1(g), and any applicable rule of the Delaware Supreme Court, the provisions of this Stipulation shall, absent written permission of the Producing Party or further order of the Court, continue to be binding throughout and after the conclusion of the Litigation, including, without limitation, any appeals therefrom, except as provided in Paragraph 24.

24. In the event that any Confidential Discovery Material is used in open court during any court proceeding or lodged as a trial exhibit, the material shall lose its confidential status and become part of the public record, unless the Producing Party applies for and obtains an order from this Court specifically maintaining the confidential status of particular material. Before any court proceeding in which Confidential Discovery Material is to be used, counsel shall confer in good faith on such procedures that may be necessary or advisable to protect the confidentiality of any such Confidential Discovery Material.

25. Within thirty (30) days after receiving notice of the entry of an order, judgment, or decree finally disposing of this Litigation, or any other proceeding in which Confidential Discovery Material is permitted to be used, including the exhaustion of all possible appeals, and upon written request of the Producing Party, all persons having received Confidential Discovery Material shall either (i) make a good-faith and reasonable effort to return such material and all copies thereof (including summaries, excerpts, and derivative works) to counsel for the Producing Party; or (ii) make a good-faith and reasonable effort to destroy all such Confidential Discovery Material, and if so requested, to certify to that fact in writing to counsel for the Producing Party. However, counsel for the Parties shall be entitled to retain court papers, deposition and trial transcripts, and litigation files (including attorney work product and discovery material containing Confidential Discovery Material), provided that such counsel, and employees of such counsel, shall maintain the confidentiality thereof and shall not disclose such court papers, correspondence, pleadings, depositions and trial transcripts, and litigation files (including attorney work product and discovery material containing Confidential Discovery Material), to any person except pursuant to a court order, agreement by the Producing Party, or as otherwise required by law. For purposes of this paragraph, good faith reasonable efforts to return or destroy material need not include destroying Discovery Material residing on back-up tapes or other disaster

recovery systems, as long as the person who has received such Discovery Material maintains the confidentiality of such material. All materials returned to the Parties or their counsel by the Court likewise shall be disposed of in accordance with this paragraph.

26. If any person subject to this Stipulation in possession of Confidential Discovery Material (the “Receiver”) receives a subpoena or other compulsory process seeking the production or other disclosure of Confidential Discovery Material produced or designated as “Confidential” by a Producing Party other than the Receiver (collectively, a “Demand”), the Receiver shall give written notice (by hand, email, or facsimile transmission) to counsel for the Producing Party (or Producing Parties) within three (3) business days of receipt of such Demand (or if a response to the Demand is due in less than three (3) business days, at least twenty-four (24) hours before the deadline for a response to the Demand), identifying the Confidential Discovery Material sought and enclosing a copy of the Demand, and must object to the production of the Confidential Discovery Material on the grounds of the existence of this Stipulation. The burden of opposing the enforcement of the Demand will fall on the Producing Party. Nothing herein shall be construed as requiring the Receiver or anyone else covered by this Stipulation to challenge or appeal any order requiring production of Confidential Discovery Material covered by this Stipulation, or to subject itself to any penalties for

noncompliance with any legal process or order, or to seek any relief from this Court or any other court.

Compliance by the Receiver with any order directing production pursuant to a Demand of any Confidential Discovery Material will not constitute a violation of this Stipulation.

27. No Receiver shall reveal any Confidential Discovery Material, or the information contained therein, to anyone not entitled to receive such Confidential Discovery Material under the terms of this Stipulation. In the event that Confidential Discovery Material is disclosed to any person other than in the manner authorized by this Stipulation, or that any information comes to the Receiver's attention that may indicate there was or is likely to be a loss of confidentiality of any Confidential Discovery Material, the Receiver responsible for the disclosure or loss of confidentiality shall immediately inform the Producing Party of all pertinent facts relating to the disclosure or loss of confidentiality, including, if known, the name, address, and employer of each person to whom the disclosure was made. The Receiver responsible for the disclosure or loss of confidentiality shall also make reasonable efforts to prevent disclosure of Confidential Discovery Material by each unauthorized person who receives the information.

28. The Parties agree that the production of any Discovery Material by



any non-party shall be subject to and governed by the terms of this Stipulation.

29. To the extent of any conflict between this Stipulation and Rule 5.1, Rule 5.1 shall control.

30. This Stipulation, and any dispute arising out of or relating in any way to this Stipulation, whether in contract, tort or otherwise, shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to conflict of laws principles. Each of the Parties (i) irrevocably submits to the personal jurisdiction of any state or federal court sitting in the State of Delaware, as well as to the jurisdiction of all courts to which an appeal may be taken from such courts, in any suit, action, or proceeding arising out of or relating to this Stipulation, (ii) agrees that all claims in respect of such suit, action, or proceeding shall be brought, heard, and determined exclusively in the Delaware Court of Chancery (provided that, in the event that subject matter jurisdiction is unavailable in that court, then all such claims shall be brought, heard, and determined exclusively in any other state or federal court sitting in the State of Delaware), (iii) agrees that it shall not attempt to deny or defeat such personal jurisdiction by motion or other request for leave from such court, (iv) agrees not to bring any suit, action, or proceeding arising out of or relating to this Stipulation in any other court, and (v) expressly waives, and agrees not to plead or to make any claim that any such suit, action, or proceeding is subject (in whole

or in part) to a jury trial. Each of the Parties waives any defense of inconvenient forum to the maintenance of any suit, action, or proceeding brought in accordance with this paragraph. Each of the Parties further agrees to waive any bond, surety, or other security that might be required of any other party with respect to any suit, action, or proceeding, including, without limitation, an appeal thereof. Each of the Parties further consents and agrees that process in any suit, action, or proceeding may be served on such Party by certified mail, return receipt requested, addressed to such Party or such Party's registered agent in the state of its incorporation or organization, or in any other manner provided by law.

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*/s/ William E. Gamgort*

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*Counsel for Rodney Joffe*

IT IS SO ORDERED this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

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Chancellor Kathaleen St. Jude McCormick

This document constitutes a ruling of the court and should be treated as such.

**Court:** DE Court of Chancery Civil Action

**Judge:** Kathaleen St Jude McCormick

**File & Serve**

**Transaction ID:** 68918819

**Current Date:** Jan 19, 2023

**Case Number:** 2022-1041-KSJM

**Case Name:** CONF ORD Rodney Joffe v. Neustar, Inc., et al.

**Court Authorizer:** Kathaleen St Jude McCormick

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**/s/ Judge Kathaleen St Jude McCormick**