Docket #0049 Date Filed: 3/9/2026

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re: HUDSON 1701/1706, LLC, *et al.*[1], Debtors.	Chapter 11 Case No. 25-11853 (KBO) (Jointly Administered)
HUDSON 1701/1706, LLC, a Delaware limited liability company; and HUDSON 1702, LLC, a Delaware limited liability company, Plaintiffs, -v- 356W58 GROUND LESSOR LLC, a Delaware limited liability company. Defendant.	Adv. Proc. No. 25-52471 (KBO) **Related to Docket No. 48**

ORDER APPROVING AGREED PROTECTIVE ORDER AND ESI STIPULATION

Upon consideration of the Certification of Counsel submitting a proposed protective order, and after due deliberation and sufficient cause appearing therefor, it is hereby ORDERED that:

1. The *Agreed Protective Order* attached as *Exhibit 1* to this Order is hereby approved.

2. The *Agreed Stipulation Regarding the Production of Documents and Electronically Stored Information* attached as *Exhibit 2* to this Order is hereby approved.

[1] Debtors in these Chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are: Hudson 1701/1706, LLC (0281) and Hudson 1702, LLC (0190).

2511853260309000000000002

3. This Court retains jurisdiction with respect to all matters arising from or relating to the interpretation, implementation, and enforcement of this Order.

Dated: March 9th, 2026
Wilmington, Delaware

KAREN B. OWENS
CHIEF JUDGE

EXHIBIT 1

Agreed Protective Order

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re: HUDSON 1701/1706, LLC, *et al.*,[1] Debtors.	Chapter 11 Case No. 25-11853 (KBO) (Jointly Administered)
HUDSON 1701/1706, LLC, a Delaware limited liability company; and HUDSON 1702, LLC, a Delaware limited liability company, Plaintiffs, -v- 356W58 GROUND LESSOR LLC, a Delaware limited liability company. Defendant.	Adv. Proc. No. 25-52471 (KBO)

AGREED PROTECTIVE ORDER

This *Agreed Protective Order* (the "Protective Order") is entered into by and among: (i) Hudson 1701/1706, LLC and Hudson 1702, LLC (together, "Plaintiffs"), (ii) 356W58 Ground Lessor LLC (the "Defendant"), and (iii) any other person or entity who becomes bound by this Protective Order by executing the Acknowledgment and Agreement to be Bound attached hereto as Appendix A (collectively, (i) through (iii) are each a "Party" and collectively the "Parties").

WHEREAS, the Parties to the above-captioned adversary proceeding recognize that the exchange of discovery materials in this action may require the disclosure of confidential

[1] Debtors in these Chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are: Hudson 1701/1706, LLC (0281) and Hudson 1702, LLC (0190).

information, including commercially sensitive business or financial information, and private or sensitive information regarding individuals, and good cause exists for the entry of a protective order to preserve the confidentiality of confidential documents and information, to outline procedures and reasonable restrictions on the disclosure of sensitive materials, and to permit discovery to proceed without delay; and

WHEREAS, the Parties, having agreed to the following terms of confidentiality, and the Court having found that good cause exists for issuance of an appropriately tailored confidentiality order governing the pre-trial phase of this action, it is therefore hereby:

ORDERED that any person subject to this Order—including without limitation the Parties to this action, their representatives, agents, experts, consultants, all third parties providing discovery in this action, and all other interested persons with actual or constructive notice of this Order—shall adhere to the following terms, upon pain of contempt:

A. Confidential Materials

1. Any person subject to this Order who receives from any other person any "Discovery Material" (i.e., information of any kind provided in discovery in this action) that is designated as "Confidential" pursuant to the terms of this Order shall not disclose such Confidential Discovery Material to anyone else except as expressly permitted hereunder.

2. The person producing any given Discovery Material may designate individual pieces of such Discovery Material (e.g., a document or an interrogatory response) or portions thereof as Confidential, if such Discovery Material constitutes or includes, in whole or in part:

a) previously nondisclosed financial information (including without limitation profitability reports or estimates, percentage fees, design fees, royalty rates, minimum guarantee payments, sales reports, and sale margins);

b) previously nondisclosed material relating to ownership or control of any non-public company;

c) previously nondisclosed business plans, financial projections, product development information, or marketing plans;

d) any information of a personal or intimate nature regarding any individual;

e) any information subject to pre-existing confidentiality obligations, either by contract, operation of law, or court order; or

f) any other category of information hereinafter given confidential status by the Court.

3. With respect to any Confidential Discovery Material other than deposition transcripts and exhibits, the producing person or that person's counsel may designate such Material as "Confidential" by stamping or otherwise clearly marking as "Confidential" each page of the protected Discovery Material in a manner that will not interfere with legibility or audibility. Where electronic files and documents are produced in native electronic format, such electronic files and documents shall be designated for protection by appending to the file names or designators information indicating that the file contains "Confidential" information. If such electronic files or documents are printed (for example, for use at a deposition, in a court proceeding, or for provision in printed form to an approved expert or consultant), the party printing the electronic files or documents shall place on the printed document the appropriate designation, as well as the production numbers associated with the electronic files or documents. Deposition transcripts and exhibits shall presumptively be treated as Confidential until 15 days after the Parties receive the transcript. At or before the end of such 15-day period, the party seeking to designate a transcript or exhibit as Confidential shall mark the transcript or exhibit "Confidential," and it shall thereafter

be treated as such under this order. If an exhibit has been designated Confidential prior to the deposition, it shall continue to be treated as Confidential thereafter.

4. If at any time prior to the trial of this action, a producing person realizes that Discovery Material that the person previously produced without limitation should be designated as Confidential, he or she may so designate by so apprising all parties in writing, and such designated Discovery Material will thereafter be treated as Confidential under the terms of this Order.

5. The disclosure permissions in this paragraph apply only to material designated "Confidential." Material designated "Highly Confidential – Professionals' Eyes Only" is governed by paragraph 9(a)-(h) of this Order and may only be disclosed to the persons listed therein. No person subject to this Order other than the producing person shall disclose any of the Discovery Material designated by the producing person as Confidential to any other person, except to:

a) the Parties to this action;

b) counsel retained specifically for this action, including any paralegal, clerical and other assistant employed by such counsel and assigned to this matter;

c) as to any document, its author, its addressee, and any other person indicated on the face of the document as having received a copy;

d) any witness who counsel for a party in good faith believes may be called to testify at trial or deposition in this action, provided such person has first executed the Acknowledgment and Agreement to be Bound in the form annexed as Appendix A hereto;

e) any person retained by a party to serve as an expert witness or otherwise provide specialized advice to counsel in connection with this action, provided such person has first

executed the Acknowledgment and Agreement to be Bound in the form annexed as Appendix A hereto;

f) stenographers and videographers engaged to transcribe or record depositions conducted in this action;

g) outside photocopying, graphic production services, document hosting, or litigation support services, as necessary for use in connection with this action;

h) any mediators and their staffs retained in connection with this action; and

i) the Court and its support personnel.

6. All Confidential Discovery Material filed with the Court, and all portions of pleadings, motions, or other papers filed with the Court that disclose such Confidential Discovery Material, shall be filed under seal and kept under seal until further order of the Court in accordance with the Local Rules. The parties will use their best efforts to minimize such sealing. In any event, any party filing a motion or any other papers with the Court under seal shall also publicly file a redacted copy of the same pursuant to the Local Rules of the United States Bankruptcy Court for the District of Delaware (the "Local Rules"), via the Court's Electronic Case Filing system, that redacts only the Confidential Discovery Material itself, and not text that in no material way reveals the Confidential Discovery Material.

B. Professionals' Eyes Only Materials

7. A producing person may designate Discovery Material as "Highly Confidential – Professionals' Eyes Only" ("PEO") where the producing person in good faith believes the material contains highly sensitive commercial, financial, proprietary, competitively sensitive, or personal information, the disclosure of which to a party or its personnel would create a substantial risk of competitive, commercial, or personal harm that could not be avoided by less restrictive means.

8. Discovery Material shall be designated "Highly Confidential – Professionals' Eyes Only" by stamping or marking each page accordingly or, for electronically stored information, by including the designation in the file name or production metadata. Deposition testimony may be designated PEO on the record or within fifteen (15) days after receipt of the transcript.

9. Unless otherwise agreed or ordered by the Court, PEO Discovery Material may be disclosed only to:

a) outside counsel of record in this action, including any paralegal, clerical and other assistant employed by such counsel and assigned to this matter;

b) as to any document, its author, its addressee, and any other person indicated on the face of the document as having received a copy;

c) any person retained by a party to serve as an expert witness or otherwise provide specialized advice to counsel in connection with this action, provided such person has first executed the Acknowledgment and Agreement to be Bound in the form annexed as Appendix A hereto;

d) stenographers and videographers engaged to transcribe or record depositions conducted in this action;

e) outside photocopying, graphic production services, document hosting, or litigation support services, as necessary for use in connection with this action;

f) any mediators and their staffs retained in connection with this action;

g) the Court and its support personnel; and

h) any financial advisor, restructuring advisor, or other professional retained in connection with this action that has first executed the Acknowledgment and Agreement to be Bound in the form annexed as Appendix A hereto.

10. PEO Discovery Material shall not be disclosed to any party, officer, director, manager, member, employee, or in-house counsel of a party absent written consent of the producing party or Court order.

11. A receiving party may challenge a PEO designation at any time by written notice identifying the material and basis for the challenge. The parties shall meet and confer within seven (7) days. If no agreement is reached, the designating party shall address the dispute to this Court in accordance with this Court's Chambers Procedures and the Local Rules within fourteen (14) days or the material shall automatically be treated as "Confidential" rather than PEO.

C. Inadvertent Disclosure

12. Each person who has access to Discovery Material that has been designated as Confidential shall take all due precautions to prevent the unauthorized or inadvertent disclosure of such material.

13. If, in connection with this litigation, a party inadvertently discloses information subject to a claim of attorney-client privilege or attorney-work-product protection ("Inadvertently Disclosed Information"), such disclosure shall not constitute or be deemed a waiver or forfeiture of any claim of privilege or work-product protection with respect to the Inadvertently Disclosed Information and its subject matter.

14. If a disclosing party makes a claim of inadvertent disclosure, the receiving party shall not thereafter review the Inadvertently Disclosed Information for any purpose, except by order of the Court. The receiving party shall, within five business days, return or destroy all copies of the Inadvertently Disclosed Information, and provide a certification of counsel that all such information has been returned or destroyed.

15. Within five business days of the notification that such Inadvertently Disclosed Information has been returned or destroyed, the disclosing party shall produce a privilege log with respect to the Inadvertently Disclosed Information.

16. As with any information redacted or withheld, the receiving party may seek an order from the Court compelling production of the Inadvertently Disclosed Information. The receiving party shall not assert as a ground for entering such an Order the fact or circumstances of the inadvertent production.

17. The disclosing party retains the burden of establishing the privileged or protected nature of any information. Nothing in this Order shall limit the right of any party to request an in camera review of the Inadvertently Disclosed Information.

D. General Provisions

18. This Protective Order shall survive the termination of the litigation. Within 30 days of the final disposition of this action, all Discovery Material designated as "Confidential," and all copies thereof, shall be promptly returned to the producing person, or, upon permission of the producing person, destroyed.

19. This Court shall retain jurisdiction over all persons subject to this Order to the extent necessary to enforce any obligations arising hereunder or to impose sanctions for any contempt thereof.

20. Any of the Parties may seek to amend this Order by application to the Court after meeting and conferring with the other parties.

[signature page follows]

SO STIPULATED AND AGREED:

Dated: March 4, 2026

LANDIS RATH & COBB LLP

/s/ Matthew B. McGuire
Matthew B. McGuire
P.O. Box 2087
919 Market Street, Suite 1800
Wilmington, DE 19899
302-467-4400
Fax : 302-467-4450
Email: mcguire@lrclaw.com

Dated: March 4, 2026

CHIPMAN BROWN CICERO & COLE, LLP

/s/ William E. Chipman, Jr.
William E. Chipman, Jr. (No. 3818)
Mark D. Olivere (No. 4291)
Aaron J. Bach (No. 7364)
Alison R. Maser (No. 7430)
Hercules Plaza
1313 North Market Street, Suite 5400
Wilmington, Delaware 19801
Telephone: (302) 295-0191
Email: chipman@chipmanbrown.com
olivere@chipmanbrown.com
bach@chipmanbrown.com
maser@chipmanbrown.com

BOIES SCHILLER FLEXNER LLP
Robert Gordon (admitted *pro hac vice*)
Michael M. Fay (admitted *pro hac vice*)
Jenny H. Kim (admitted *pro hac vice*)
55 Hudson Yards
New York, New York 10001
Telephone: (212) 446-2300
Email: rgordon@bsfllp.com
mfay@bsfllp.com
jkim@bsfllp.com

Counsel for Plaintiffs

APPENDIX A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____, acknowledge that I have read and understand the Agreed Confidentiality Stipulation and Protective Order (the "Protective Order") in this action governing the non-disclosure of Confidential Information and I agree to be bound by the terms thereof. I agree that I will not disclose any such Confidential Information to anyone other than for purposes of this adversary proceeding and that, at the conclusion of the adversary proceeding, I will destroy all Confidential Information or return it to the Party or attorney from whom I received it, in accordance with the terms of the Protective Order. To the extent that it is not practicable to destroy or return any Confidential Information, I will continue to maintain the confidentiality of such Confidential Information, subject to the terms of the Protective Order. By acknowledging these obligations under the Protective Order, I understand that I am submitting myself to the jurisdiction of the United States Bankruptcy Court for the District of Delaware for the purpose of any issue or dispute arising hereunder and that my willful violation of any term of the Protective Order may subject me to punishment for contempt of Court.

I declare under penalty of perjury pursuant to 28 U.S.C. § 1746 that the foregoing is true and correct.

Name: _____

Organization: _____

Address: _____

_____

Date: _____

EXHIBIT 2

Agreed ESI Stipulation

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re: HUDSON 1701/1706, LLC, *et al.*,[1] Debtors.	Chapter 11 Case No. 25-11853 (KBO) (Jointly Administered)
HUDSON 1701/1706, LLC, a Delaware limited liability company; and HUDSON 1702, LLC, a Delaware limited liability company, Plaintiffs, -v- 356W58 GROUND LESSOR LLC, a Delaware limited liability company. Defendant.	Adv. Proc. No. 25-52471 (KBO)

AGREED STIPULATION REGARDING THE PRODUCTION OF DOCUMENTS AND ELECTRONICALLY STORED INFORMATION

This *Agreed Stipulation Regarding the Production of Documents and Electronically Stored Information* (the "ESI Stipulation") is entered into by and among: (i) Hudson 1701/1706, LLC and Hudson 1702, LLC (together, "Plaintiffs") and (ii) 356W58 Ground Lessor LLC (the "Defendant") (Plaintiffs and Defendant are each a "Party" and collectively the "Parties").

WHEREAS, the Parties to the above-captioned adversary proceeding recognize the production of documents and electronically stored information produced through formal or informal means should be governed by the Parties' agreement; it is HEREBY ORDERED:

[1] Debtors in these Chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are: Hudson 1701/1706, LLC (0281) and Hudson 1702, LLC (0190).

A. Electronically Stored Information ("ESI") Search Protocol

1. The parties agree to meet and confer and cooperate in good faith to discuss the process of collecting, searching (including search terms), and producing documents. When the producing Party is filtering documents using search terms, the producing Party will disclose the list of search terms to the receiving Party and provide the receiving Party with the opportunity to propose a reasonable number of additional terms. If the producing Party perceives any unreasonable volume or undue burden issues, the producing Party shall provide the receiving Party with a hit count report for the terms it believes result in an unduly burdensome number of documents to review. The parties will further cooperate in good faith to agree upon any search terms that are in dispute, including through agreeing to more targeted search terms.

B. Production of ESI

2. This Protocol shall govern the production of documents and ESI pursuant to Federal Rule of Civil Procedure 26(c) by the Parties in this Action. The production of documents and ESI by the Parties also shall be subject to the provisions of any orders concerning confidentiality and/or privilege as agreed to among the Parties and/or entered by the Court. Nothing in this Order shall be interpreted to require disclosure of irrelevant or otherwise objectionable information or information protected by the attorney-client privilege, work-product doctrine, or any other applicable privilege, protection, or immunity. The parties do not waive any objections to the discoverability, admissibility, or confidentiality of documents or ESI.

3. **TIFFs**. Documents should be produced in the form of single-page, Group IV TIFFs at 300 dpi. Each TIFF image should be named as its corresponding Bates number. Original document orientation should be maintained (i.e., portrait to portrait and landscape to landscape). Bates numbers, confidentiality designations (pursuant to the Protective Order to be entered in this

Action), and redactions should be burned into the TIFF image files. TIFF image files should be provided in a self-identified "Images" folder.

4. **System Files**. Common system and program files as defined by the National Institute of Standards and Technology National Software Reference Library (which is commonly used by discovery vendors to exclude system and program files from document review and production) need not be processed, reviewed, or produced.

5. **Metadata Fields and Processing**. Absent special circumstances, each of the metadata and coding fields set forth below that can be reasonably extracted from a document shall be produced for that document, to the extent already in existence and reasonably accessible or available. To the extent that metadata does not exist, is not reasonably accessible or available, or would be unduly burdensome to collect, nothing in this Order shall require any Party to extract, capture, collect, or produce such data. The Parties are not obligated to populate manually any of the fields if such fields cannot be extracted automatically from a document using standard processing software, with the exception of the following fields: (1) BegBates; (2) EndBates; (3) BegAttach; (4) EndAttach; (5) Confidentiality Designation; (6) Custodian; (7) NativeLink; and (8) Redactions, which shall be populated by the Party or the Party's vendor. Any metadata fields for redacted documents that would reveal privileged information shall be replaced with "Privileged - Redacted." Notwithstanding the foregoing, all redactions must be identified in some manner, including via privilege logs.

6. **Extracted Text Files**. For each document, an extracted text file should be provided along with its corresponding TIFF image file(s) and metadata. The file name of each extracted text file should be identical to that of the first image page of its corresponding document, followed by .txt. File names should not contain any special characters or embedded spaces. The text of

native files should be extracted directly from the native file. However, if a document has been redacted, Optical Character Recognition ("OCR") of the redacted document will suffice in lieu of extracted text. Also, if extracted text is not available in the native file, the documents should be processed by an OCR tool prior to production to extract available text so that the record is searchable. If a Party, however, chooses not to OCR sets of documents that have been originally maintained in an image format or hard copy format because the utility of the OCR does not outweigh the expense, it need not provide OCR for such documents that do not have available extracted text.

7. **Database Load Files/Cross-Reference Files**. Documents should be provided with Concordance-compatible image and data load files (i.e., .OPT and .DAT files) using standard Concordance delimiters. The first line in each Concordance compatible .DAT file should be the header containing the agreed-upon field names, and each subsequent line should contain the fielded data for each document. Concordance-compatible image and data load files (i.e., .OPT and .DAT files) should be provided in a self-identified "Data" folder.

8. **Native Files**. Absent special circumstances, non-redacted PowerPoint files and other similar presentation files, and non-redacted Excel files, .CSV files and other similar spreadsheet files shall be produced in native format ("Native Files"). Special circumstances for which the original native file does not have to be produced may include: (i) when the data is in an uncommon format; (ii) requires a proprietary database; and/or (iii) involves software that is no longer supported by the vendor. Native Files should be provided in a self-identified "Natives" directory. Each Native File should be produced with a corresponding single-page TIFF placeholder image, which will contain language indicating that the document is being produced as a Native File. Native Files should be named with the beginning Bates number that is assigned to

that specific record in the production. A "NativeLink" entry for each spreadsheet should be included in the .DAT load file indicating the relative file path to each native file on the production media. Native Files should be produced with extracted text and applicable metadata fields as set forth in Section 5 above. For documents that contain redacted text, the Parties may either apply the redactions directly on the native file itself or produce TIFF image files with burned in redactions in lieu of a Native File and TIFF placeholder image. Each producing Party will make reasonable efforts to ensure that such Party or its discovery vendor, prior to conversion to TIFF, reveals hidden data from redacted Native Files that are produced as TIFF image files and will be formatted so as to be readable (for example, column widths should be formatted so that numbers do not appear as "##########"). Under these circumstances, all single-page TIFF images shall include row and column headings.

9. **Requests for Other Native Files**. Other than as specifically set forth above, a producing Party need not produce documents in native format. If good cause exists for the receiving Party to request production of certain documents in native format, the receiving Party may request production in native format by providing: (1) a list of the Bates numbers of documents it requests to be produced in native format; and (2) an explanation of the need for reviewing such documents in native format. The producing Party shall not unreasonably deny such requests. Each document produced in response to such requests shall be produced with a "NativeLink" entry in the .DAT load file indicating the relative file path to each Native File on the production media, and all extracted text and applicable metadata fields set forth in part (d) above.

10. **Non-Discoverable ESI**. Consistent with the proportionality standard, and absent a Party's specific written notice for good cause, the following categories of ESI are presumed to be inaccessible and not discoverable:

a) Deleted, slack, fragmented, unallocated, or other data only accessible by forensics.

b) Temporary data stored in a computer's random access memory (RAM), temporary files, or other ephemeral data that are difficult to preserve without disabling the operating system.

c) Online access data such as temporary Internet files, history, cache, and cookies.

d) Data in metadata fields that are frequently updated automatically, such as last-opened dates.

e) Data duplicated in any electronic backup system for the purpose of system recovery or information restoration, including but not limited to, system recovery backup tapes, continuity of operations systems, and data or system mirrors or shadows, if such data are routinely purged, overwritten or otherwise made not reasonably accessible in accordance with an established routine system maintenance policy;

f) Back-up data that are substantially duplicative of data that are more accessible elsewhere.

g) Back-up tapes or other long-term storage media that were created strictly for use as a data back-up medium.

h) Electronic data (e.g., call logs, email, calendars, contact data, notes, etc.) sent to or from mobile devices (e.g., iPhone, iPad, Android, and Blackberry devices), provided that a copy of such electronic data is routinely saved elsewhere (such as on a server, laptop, desktop computer, or "cloud" storage) and is discoverable;

i) Server, system, or network logs.

j) Electronic data temporarily stored by laboratory equipment or attached electronic equipment, provided that such data is not ordinarily preserved as part of a laboratory report.

k) Data remaining from systems no longer in use that is unintelligible on systems in use.

l) Other forms of ESI whose preservation requires extraordinary affirmative measures that are not utilized in the ordinary course of business.

m) Disaster-Recovery Backup Data. Consistent with Federal Rule of Civil Procedure 26, and absent a Party's specific written notice for good cause, no Party shall be required to modify or suspend procedures, including rotation of backup media, used in the normal course of business to back up data and systems for disaster recovery purposes, provided that any such information is otherwise discoverable from another source.

n) Nothing herein is to suggest that any sources of information or data not specifically excluded here are otherwise discoverable or required to be searched.

11. **Structured Data**. To the extent responding to a discovery request requires production of ESI contained in a database, the producing Party may comply with the discovery request by querying the database and generating a report ("Structured Data Report") in a reasonably usable and exportable electronic format (for example, in Excel or .CSV format). To the extent available and reasonably accessible, the first line in the Structured Data Report will show the column headers for each field of data included in the Structured Data Report. Unless otherwise agreed, the Parties have no obligation to provide a supplemental report for records and information post-dating the extraction of the Structured Data Report.

12. **Color**. Documents containing color need not, but can be, produced in color in the first instance. A receiving Party may request production of certain documents in color if such documents were initially produced in black and white by providing: (1) a list of the Bates numbers of documents it requests to be produced in color format; and (2) an explanation of the need for production in color format. The producing Party shall not unreasonably deny such requests.

13. **Parent–Child Relationships**. Parent–child relationships (the association between emails and attachments) will be preserved. Email attachments will be consecutively produced with the parent email record. For example, if a Party produces an email with its attachments, such attachments should be produced behind the email in the order in which they were attached.

C. Production of Hard Copy Documents

14. **TIFFs**. Documents should be produced in the form of single-page, Group IV TIFFs at 300 dpi. Each TIFF image should be named as its corresponding Bates number. Original document orientation should be maintained (i.e., portrait to portrait and landscape to landscape). Bates numbers, confidentiality designations, and redactions should be burned into the TIFF image files. TIFF image files should be provided in a self-identified "Images" folder. Where reasonably possible, documents should be logically unitized.

15. **OCR Text Files**. OCR text files shall be provided as a single text file for each document, not one text file per page. Each file should be named with the beginning Bates number that is assigned to its corresponding document, followed by .txt. OCR text files should be provided in a self-identified "Text" directory. To the extent a document is redacted, OCR text files for such a document shall not contain text for redacted portions.

16. **Database Load Files/Cross-Reference Files**. Documents should be provided with Concordance-compatible image and data load files (i.e., .OPT and .DAT files) using standard Concordance delimiters. The first line in each Concordance compatible .DAT file should be the header containing the agreed upon field names, and each subsequent line should contain the fielded data for each document. Concordance-compatible image and data load files (i.e., .OPT and .DAT files) should be provided in a self-identified "Data" folder.

17. **Coding Fields**. Absent special circumstances, documents should be produced with at least the following searchable information in accompanying delimited data files: (1) BegBates; (2) EndBates; (3) BegAttach; (4) EndAttach; (5) Confidentiality Designation; (6) Custodian; and (7) Redactions. Individual Custodians should be identified using the convention "last name_first name." Entity/departmental custodians should be identified with a description of the entity or department. A producing Party shall use a uniform description of a particular custodian across productions.

D. Bates Numbering

18. Each TIFF image should be assigned a Bates number that: (1) is unique across the entire document production; (2) maintains a constant length across the entire production (i.e., padded to the same number of characters); (3) contains no special characters or embedded spaces; and (4) is sequential within a given document. If a Bates number or set of Bates numbers is skipped in a production, the producing Party will so note in a cover letter or production log accompanying the production or produce a slip sheet containing the text "Intentionally Withheld" or a similar notation.

E. De-Duplication and Most Inclusive Email Productions

19. A Party is required only to produce a single copy of a responsive document, and a producing Party may, but is not required to, de-duplicate responsive ESI across custodians by the use of MD5 or SHA-1 hash values at the document level for file system data or the email family level for emails. However, hard-copy documents shall not be eliminated as duplicates of responsive ESI. The parties may dedupe globally (i.e., across all custodians), and de-duplication shall not break apart families. In addition, the identity of other custodians whose data was processed but where that data was de-duplicated in the de-duping process will be provided in the

"All Custodians" field. A producing Party shall use a uniform description of a particular custodian across productions. Multiple custodians in the "All Custodians" field shall be separated by a semicolon.

a) Email threads are email communications that contain prior or lesser-included email communications that also may exist separately in the Party's electronic files. A most inclusive email thread is one that contains all of the prior or lesser-included emails, including attachments, for that branch of the email thread. The Parties agree that only the most-inclusive versions of email chains need be produced so long as all unique versions of the email chain and emails in the chain with attachments are produced. For the avoidance of doubt, only email messages for which the parent document and all attachments are contained in the more inclusive email message will be considered less inclusive email messages that need not be produced; if the later message contains different text (such as where the later message adds in-line comments to the body of the earlier message), or does not include an attachment that was part of the earlier message, the earlier message must be produced.

b) To the extent that portions of otherwise responsive email threads and/or accompanying attachments contain privileged communications, such communications or information can be redacted

F. <u>Use at Deposition.</u>

20. Any document produced in native that a Party identifies and/or marks as an exhibit at a deposition must include as part of that identification or exhibit the produced corresponding cover page in TIFF image format, endorsed with the document's Bates Number and confidentiality designation absent exigent circumstances. If a Party identifies and/or marks a document as an

exhibit at a deposition without the corresponding cover page as required by this provision, the Party shall note the Bates Number and confidentiality designation of the document on the record. Where the Party identifying and/or marking the exhibit is unable to do so during the deposition, the exhibit shall be treated during the deposition as Confidential Information pursuant to the Parties Protective Order and designated as such until the Bates Number is identified, and the proper confidentiality designation can be determined.

G. Privilege Logs

21. Pursuant to Federal Rule of Civil Procedure 26(b), if a Party withholds or redacts requested information or materials based upon the assertion of a privilege, or application of the work-product doctrine, that Party shall provide a privilege log describing each document or thing withheld or redacted in sufficient detail to reasonably permit the Party seeking discovery to assess the validity of the privilege. This includes:

a) a unique identifying number, along with a separate column identifying the Bates number(s) of a document claimed to be privileged if produced in redacted form or produced as a Bates-stamped slipsheet;

b) the date and manner of preparation or other recording of the document;

c) the title unless it reveals privileged or otherwise protected subject matter;

d) the From (or Author), To, CC, and BCC information for the document based on electronically generated metadata, to the extent applicable and reasonably available. For emails, the Parties may identify this information based on the metadata of the top-most email in the chain;

e) the identity of the author, the addressee, and all recipients of the document. For emails, the Parties may identify this information based on the metadata of the top-most email in the chain;

f) indication (e.g., with an asterisk) of which individual(s) on the privilege log (authors, senders, and recipients) are attorneys or other legal personnel. If attorney(s) or other legal personnel are not within the metadata of the most recent email, but otherwise appear on the face of the document or are apparent from context, the designating Party will include the name(s) of any such individual(s) within the description or comparable field that identifies such legal nexus;

g) a statement of the nature of the documents, communications, or tangible things or portion thereof not produced or disclosed in a manner that, without revealing information itself privileged or protected, will enable other parties to assess the claim; and

h) identification of the nature of the legal privilege claimed or other reason for withholding the document or portion thereof.

H. Format and Timing of Privilege Logs

22. The Parties shall produce their privilege logs in Excel or .pdf format by April 24, 2026. The Parties agree that the following categories of documents are presumptively privileged and need not be logged: (i) outside counsel's files relating to the firm's involvement in providing legal advice to the any Party in connection with the above-captioned action occurring after the filing of the Complaint, and (ii) communications occurring after the filing of the Complaint in the above-captioned matter between any Party and its outside counsel regarding any imminent or ongoing litigation.

I. Shipment/Encryption

23. Electronic data productions shall be sent through a secure File Transfer Protocol ("FTP") or, if data volume is too great for FTP, via Windows formatted USB hard drive. If applicable, the physical media label should contain the case name and number, highest confidentiality designation contained within the production, production date, and Bates range being produced. To maximize the security of information in transit, any media on which documents are produced may be encrypted by the producing Party. In such cases, the producing Party shall transmit the encryption key or password to the requesting Party, under separate cover, contemporaneously with sending the encrypted media. The encryption program used for production media should be one that is readily available and would not create delays accessing the encrypted data. In the event that a Party uses an FTP for the production of documents, the information identified in this section to be provided with physical media shall be provided in a written (including via email) production letter providing instructions for accessing documents through the FTP.

J. Miscellaneous Provisions

24. Except as to the formatting for production agreed to herein, all documents (electronic or otherwise) shall be produced as kept and maintained by the producing Party in the ordinary course of business (i.e., original documents).

25. The Parties shall make good faith efforts to comply with and resolve any differences concerning compliance with these specifications. No Party may seek relief from the Court concerning compliance with these specifications unless it has conferred with the other Party.

26. Nothing in this Order shall be interpreted to require disclosure of irrelevant information or relevant information protected by the attorney-client privilege, work-product doctrine, or any other applicable privilege, protection, or immunity. The Parties do not waive any

objections as to the production, discoverability, admissibility, or confidentiality of documents. All productions will be subject to the Protective Order in this Action.

[signature page follows]

SO STIPULATED AND AGREED:

Dated: March 5, 2026

LANDIS RATH & COBB LLP

/s/ Mattew B. McGuire
Matthew B. McGuire
P.O. Box 2087
919 Market Street, Suite 1800
Wilmington, DE 19899
302-467-4400
Fax : 302-467-4450
Email: mcguire@lrclaw.com

Dated: March 5, 2026

CHIPMAN BROWN CICERO & COLE, LLP

/s/ William E. Chipman, Jr.
William E. Chipman, Jr. (No. 3818)
Mark D. Olivere (No. 4291)
Aaron J. Bach (No. 7364)
Alison R. Maser (No. 7430)
Hercules Plaza
1313 North Market Street, Suite 5400
Wilmington, Delaware 19801
Telephone: (302) 295-0191
Email: chipman@chipmanbrown.com
olivere@chipmanbrown.com
bach@chipmanbrown.com
maser@chipmanbrown.com