

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

B E T W E E N:

DANIEL CARLOS LUSITANDE YAIGUAJE, BENANCIO FREDY CHIMBO GREFA,
MIGUEL MARIO PAYAGUAJE PAYAGUAJE, TEODORO GONZALO PIAGUAJE
PAYAGUAJE, SIMON LUSITANDE YAIGUAJE, ARMANDO WILMER PIAGUAJE
PAYAGUAJE, ANGEL JUSTINO PIAGUAJE LUCITANTE, JAVIER PIAGUAJE
PAYAGUAJE, FERMIN PIAGUAJE, LUIS AGUSTIN PAYAGUAJE PIAGUAJE, EMILIO
MARTIN LUSITANDE YAIGUAJE, REINALDO LUSITANDE YAIGUAJE, MARIA
VICTORIA AGUINDA SALAZAR, CARLOS GREFA HUATATOCA, CATALINA
ANTONIA AGUINDA SALAZAR, LIDIA ALEXANDRIA AGUINDA AGUINDA, CLIDE
RAMIRO AGUINDA AGUINDA, LUIS ARMANDO CHIMBO YUMBO, BEATRIZ
MERCEDES GREFA TANGUILA, LUCIO ENRIQUE GREFA TANGUILA, PATRICIO
WILSON AGUINDA AGUINDA, PATRICIO ALBERTO CHIMBO YUMBO, SEGUNDO
ANGEL AMANTA MILAN, FRANCISCO MATIAS ALVARADO YUMBO, OLGA GLORIA
GREFA CERDA, NARCISA AIDA TANGUILA NARVAEZ, BERTHA ANTONIA YUMBO
TANGUILA, GLORIA LUCRECIA TANGUILA GREFA, FRANCISCO VICTOR
TANGUILA GREFA, ROSA TERESA CHIMBO TANGUILA, MARIA CLELIA REASCOS
REVELO, HELEODORO PATARON GUARACA, CELIA IRENE VIVEROS CUSANGUA,
LORENZO JOSE ALVARADO YUMBO, FRANCISCO ALVARADO YUMBO, JOSE
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LUSITANDE, ALFREDO DONALDO PAYAGUAJE PAYAGUAJE AND DELFIN
LEONIDAS PAYAGUAJE PAYAGUAJE

Plaintiffs

and

CHEVRON CORPORATION, CHEVRON CANADA LIMITED and
CHEVRON CANADA FINANCE LIMITED

Defendants

**MOTION RECORD OF THE NON-PARTY, CANADIAN BROADCASTING
CORPORATION/RADIO-CANADA**

April 3, 2018

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INDEX

Tab		Page No.
1	Notice of Motion.....	1 - 9
2	Affidavit of Julian Sher, sworn March 29, 2018	10 - 17
A	Exhibit A: Screenshot of Pubic Use Computer Screen	18 - 19
B	Exhibit B: Order of the Honourable Mr. Justice Patillo, October 1, 2012	20 - 30
C	Exhibit C: Order of the Honourable Mr. Justice Hailey, December 21, 2015	31 - 42

Court File No. CV-12-9808-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

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Plaintiffs

and

CHEVRON CORPORATION, CHEVRON CANADA LIMITED and
CHEVRON CANADA FINANCE LIMITED

Defendants

NOTICE OF MOTION

TAKE NOTICE that the Canadian Broadcasting Corporation/Radio-Canada (“CBC/Radio-Canada”), a non-party, will make a Motion to the court, on notice, on the earliest

available date to be set by a Judge of the Commercial List at the court house, 330 University Avenue, Toronto, Ontario, M5G 1R7.

PROPOSED METHOD OF HEARING: The Motion is to be heard orally.

THE MOTION IS FOR:

- (a) An Order pursuant to Rule 37.14(1)(a) to set aside or vary the Orders sealing the contents of this Court File, that have been made without notice by
 - (i) the Honourable Mr. Justice Patillo dated October 1, 2012 (the “**First Sealing Order**”), and
 - (ii) the Honourable Mr. Justice Hainey dated December 21, 2015 (the “**Second Sealing Order**”, and, together with the First Sealing Order, the “**Sealing Orders**”);
- (b) An expedited oral hearing, taking into account an appeal is scheduled to be heard by the Ontario Court of Appeal on April 17 and 18, 2018;
- (c) Costs of this motion, if opposed, as fixed or assessed by this Honourable Court, or if this motion is not opposed then an order that there be no costs of the motion; and
- (d) Such further and other relief as to this Honourable Court may deem just.

THE GROUNDS FOR THE MOTION ARE

- (e) On October 1, 2012, the Honourable Mr. Justice Patillo made the First Sealing Order, sealing any and all “Confidential Information”, as that term is defined in the First Sealing Order;

- (f) On December 21, 2015, the Honourable Mr. Justice Hainey made the Second Sealing Order, sealing any and all “Confidential Information”, as that term is defined in the Second Sealing Order;
- (g) The Sealing Orders were both made on consent of the Parties, on motions to the Court without notice to the CBC/Radio-Canada or any other media;
- (h) The Sealing Orders have the effect of preventing public access to and knowledge of substantially all court proceedings and documents, as well as substantially all documents and evidence filed by the Parties herein;
- (i) There is no evidence that any of the proceedings, documents, evidence or information covered by the Sealing Orders are in fact confidential;
- (j) The common law and statutory principles of public access to the courts, as reinforced by the *Canadian Charter of Rights and Freedoms*’ guarantee of freedom of expression and freedom of the press, include a fundamental, constitutional right of public and media access to court documents;
- (k) Despite request, and in breach of that fundamental right, the CBC/Radio-Canada has been unable to access many of the contents of the court file in this action due to the Sealing Orders;
- (l) The issues and facts raised in this action relate to matters of high public interest and importance concerning the conduct of Canadian corporations in other countries that affect the global environment and the international rights of indigenous peoples;

- (m) The CBC/Radio-Canada cannot reasonably and responsibly report on these matters of public importance, as required by its statutory mandate as Canada's national broadcaster, without having full access to the court record in this action;
- (n) At the time the motions for the Sealing Orders were brought, the CBC/Radio-Canada was a "person who will be affected" by the Sealing Orders, within the meaning of Rule 37.07(1), such that the Sealing Orders should not have been made without notice to the CBC/Radio-Canada;
- (o) The CBC/Radio-Canada brought this motion as soon as it became aware of the Sealing Orders;
- (p) Sections 125 and 137 of the *Courts of Justice Act*, R.S.O. 1990, c.C-43, as amended;
- (q) Rules 1.04, 37, and 57 of the *Rules of Civil Procedure*, RRO 1990, Reg 194, as amended; and
- (r) Such further and other grounds as counsel may advise and this Honourable Court may permit.

THE FOLLOWING DOCUMENTARY EVIDENCE will be used at the hearing of the Motion:

- (s) The Affidavit of Julian Sher sworn March 29, 2018 and exhibits attached thereto; and
- (t) Such further and other evidence as counsel may advise and this Honourable Court may permit.

April 3, 2018

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DANIEL CARLOS LUSITANDE YAIGUAJE et al.
Plaintiffs

-and- CHEVRON CORPORATION et al.
Defendants

Court File No. CV-12-9808-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

PROCEEDING COMMENCED AT
TORONTO

NOTICE OF MOTION

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Court File No. CV-12-9808-00CL

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Plaintiffs

and

CHEVRON CORPORATION, CHEVRON CANADA LIMITED and
CHEVRON CANADA FINANCE LIMITED

Defendants

**AFFIDAVIT OF JULIAN SHER
(SWORN THE 29 DAY OF MARCH 2018)**

-2-

I, Julian Sher, of the City of Toronto, in the Province of Ontario, MAKE OATH AND SAY:

1. I am a Senior Producer with the Canadian Broadcasting Corporation/Radio-Canada (“CBC/Radio-Canada”) and, as such, have knowledge of the matters contained in this affidavit, except where I have been provided with information by others or learned information through my review of documents. Where I do not have personal knowledge, I have indicated the source of my information and I believe the information to be true.

2. CBC/Radio-Canada is Canada’s national public broadcaster incorporated pursuant to the terms of the *Broadcasting Act*, S.C. 1991, c. 11. The mandate of CBC/Radio-Canada is to provide programming that “informs, enlightens and entertains” Canadians. CBC/Radio-Canada operates on the principle that its audiences deserve to know the source of its information with as much detail as possible in order to properly evaluate the information, and to determine the appropriate context in which the facts arise.

3. I have worked for the CBC/Radio-Canada as a Senior Producer since 2013 and before that as an investigative producer for many years. I have directed investigations into a variety of environmental stories in Canada and abroad, into the activities of Canadian corporations around the world, and into Indigenous issues.

Background

4. The underlying dispute has a lengthy history. The plaintiffs in this action represent approximately 30,000 indigenous villagers from Ecuador’s Oriente region who obtained an Ecuadorian Judgment for approximately \$9.5 billion against Chevron Corporation. The Judgment

-3-

related to oil extraction activities in the Oriente region which caused extensive environmental damage. At the time of the Judgment, Chevron Corporation did not have any assets in Ecuador and refused to acknowledge the validity of the Ecuadorian Judgment following its release. The Ecuadorian plaintiffs subsequently sought to enforce the Judgment in various jurisdictions around the world, including Ontario.

5. In 2012, the plaintiffs commenced an action in Ontario, seeking to enforce the Ecuadorian Judgment against Chevron Corporation and its subsidiary, Chevron Canada Limited. After various motions and appeals, the Supreme Court of Canada affirmed Ontario's jurisdiction over the claim in September 2015.

6. Following the Supreme Court of Canada's ruling, Chevron Corporation and Chevron Canada Limited brought motions for summary judgment to dismiss the claims. The plaintiffs brought a cross-motion seeking a declaration that Chevron Canada Limited's assets were available to satisfy the Ecuadorian Judgment.

7. On January 20, 2017, the Honourable Mr. Justice Hainey dismissed the plaintiffs' motion for summary judgment, on the basis (among others) that Chevron Corporation has no exigible assets in Canada, and that the shares and assets of its indirect subsidiary, Chevron Canada Limited, are not available to pay the Ecuadorian Judgment.

8. I understand that an appeal from the decision of the Honourable Mr. Justice Hainey dated January 20, 2017 is scheduled to be heard by the Ontario Court of Appeal on April 17 and 18, 2018.

-4-

9. CBC has reported on this matter for some time, including the following articles:

- (a) “International legal battle between Chevron, Indigenous Ecuadorians continues in Ontario court”, available at: <http://www.cbc.ca/news/indigenous/international-legal-battle-continues-in-ontario-court-1.4345430>
- (b) “Chevron needs no costs protection from 'poor' Ecuadorians, court hears”, available at: <http://www.cbc.ca/news/indigenous/chevron-court-equadorians-protection-1.4350354>
- (c) “Court sets aside cash order in Ecuadorians' appeal of Chevron decision”, available at: <http://www.cbc.ca/news/indigenous/court-appeals-ecuadorians-cheveron-cash-1.4381020>
- (d) “Pink Floyd's Roger Waters lends star power to Ecuadorians' Chevron fight”, available at: <http://www.cbc.ca/news/indigenous/roger-waters-ecuadorian-fight-1.4348416>

10. CBC has also reported on the Defendants’ actions in Canada more generally, including, among others, its Arctic drilling plan, its refinery in Burnaby, British Columbia, and the drilling of a well at the Orphan Basin off the coast of Newfoundland.

CBC/Radio-Canada Discovers that Many of the Court Records in the Proceeding are Redacted or Sealed

11. CBC/Radio-Canada first learned on March 15, 2018 that this appeal was about to be heard in April 2018. At the same time, CBC/Radio-Canada learned that the court file in the action, and potentially in the appeal, were the subject of one or more sealing orders.

-5-

12. In anticipation of that appeal being heard, and in order to report responsibly on the proceedings, it is important that my team and I review the court records. I therefore instructed Lori Ward, an Associate Producer in our Investigative Unit, on March 27, 2018 to attend at the Superior Court of Justice, Commercial List, at 360 University Avenue, Toronto, ON and request a copy of the entire court file in this proceeding, and to determine the status of any sealing orders in the matter.

13. I am advised by Ms. Ward that she attended at the Commercial List on March 27, 2018 and requested a copy of the court file in this proceeding. Ms. Ward was advised by the court clerk that the court file has three boxes but that they were not on site, and that only publicly available files would be in the box. Ms. Ward therefore filled out the necessary paperwork to request that the boxes be returned to the court office.

14. I am further advised by Ms. Ward that she asked the court clerk for a printout of the proceeding's history and a printout of what materials have been filed to-date. Ms. Ward was advised by the clerk that the court did not have this and/or would not provide a copy to her. Ms. Ward was advised that she could use the public use computer for any information listed for the court file. Ms. Ward did use the public use computer; however, no listing is provided for this Action in the public use computer; instead, the following message appears in red: "Cannot view, CFSA, CAS cases, Case Sealed or Publication Ban. Please see the counter". Ms. Ward took a screenshot of the computer screen, a copy of which is attached to this affidavit at **Exhibit "A"**.

15. I am further advised by Ms. Ward that on March 28, 2018 she received a call from the clerk at the Commercial List, who advised that the boxes were at the court office and had in fact been there all along.

-6-

16. I am further advised by Ms. Ward that she reattended at the Commercial List on March 29, 2018 and reviewed the public court file, which was contained in seven boxes.

The Sealing Orders

17. Based on my review of Ms. Ward's records, I am aware that on October 1, 2012, the Honourable Mr. Justice Patillo ordered, on consent of the parties, that any "Confidential Information" in the proceeding be sealed (the "**First Sealing Order**"). A copy of the First Sealing Order that Ms. Ward obtained from the court file is attached to this affidavit at **Exhibit "B"**. CBC's legal counsel first obtained a copy of the First Sealing Order on March 15, 2018. Our review of the Court file confirms that the First Sealing Order is still in effect.

18. The CBC/Radio-Canada is directly affected by the First Sealing Order. I have made inquiries of others at the CBC/Radio-Canada and can confirm that the CBC/Radio-Canada did not receive notice of the motion requesting that the First Sealing Order be issued.

19. Further, based on my review of Ms. Ward's records, I am also aware that on December 21, 2015, the Honourable Mr. Justice Hainey ordered, on consent of the parties, that any "Confidential Information" in the proceeding be sealed (the "**Second Sealing Order**"). The wording in the Second Sealing Order appears almost identical to the wording in the First Sealing Order. A copy of Second Sealing Order that Ms. Ward obtained from the court file is attached to this affidavit at **Exhibit "C"**. CBC's legal counsel first obtained a copy of the Second Sealing Order on March 21, 2018. My review of the Court file confirms that the First Sealing Order is still in effect.

-7-

20. The CBC/Radio-Canada is directly affected by the Second Sealing Order. I have made inquiries of others at the CBC/Radio-Canada and can confirm that the CBC/Radio-Canada did not receive notice of the motion requesting that the Second Sealing Order be issued.

21. I am advised by Ms. Ward that when reviewing the public record she was unable to locate a copy of any motion materials filed by the parties to obtain the Sealing Orders.

22. When CBC found out about the Sealing Orders in March 2018, we immediately instructed legal counsel to prepare a motion for an order that the court record in this proceeding be unsealed.

The Proceeding is of Public Importance

23. This proceeding has elicited global and cross-country interest. The issues underlying the proceeding are matters of significant public interest and public importance, including:

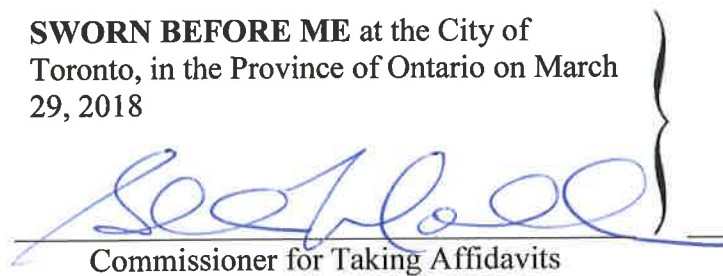
- (a) Aboriginal rights in the face of environmental damage caused by private corporations;
- (b) Remediation of environmental damage, and the costs of remediation;
- (c) The enforcement of foreign judgments in Canada; and
- (d) The scrutiny of the judicial process itself.

24. As a national news outlet, the CBC/Radio-Canada has an interest in reporting on these proceedings. In order to do so in a responsible manner, the CBC/Radio-Canada needs access to the full, unredacted court record. Without access to the sealed materials, CBC/Radio-Canada's reporting on the matter will be restricted, and the public may be deprived of important, reliable and direct sources of information on the issues of public interest raised.

-8-

25. I swear this affidavit in support of the CBC/Radio-Canada's motion for an order unsealing the court records in this proceeding and for no other or improper purpose.

SWORN BEFORE ME at the City of
Toronto, in the Province of Ontario on March
29, 2018



Commissioner for Taking Affidavits



JULIAN SHER

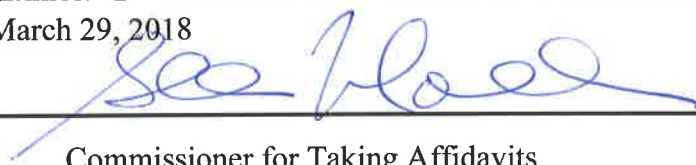
This is Exhibit "A" referenced in the Affidavit of Julian Sher
sworn March 29, 2018

A handwritten signature in blue ink, appearing to be "Seal", is written over a horizontal line.

Commissioner for Taking Affidavits
(or as may be)

CV10003998080000 (TOROMONT INDUSTRIES LTD. v. 2075064 ONTARIO LTD. et al)	BARKIN	WINTER, PERSONAL REPRESENTATIVE OF DANA C. WHITE, DECEASED	PAUL T.
		SHERMAN	JULIA
		FLORENCE	BERNARD C.
		APOTEX INC.	MEYER F.
		ULSTER	JOEL D.
CV10004098080000 (CHOPRA v. THE GREAT WEST ASSURANCE COMPANY)		TOROMONT INDUSTRIES LTD.	
		2075064 ONTARIO LTD.	
		PIZZUTI JR.	FREDERICO
		PIZZUTI	FRED
		SERVELLO	FRED
CV11004198080000 (FRANCIS v. TORONTO HYDRO-ELECTRIC SYSTEM LIMITED)		CHOPRA	MADHURIMA
		THE GREAT WEST ASSURANCE COMPANY	
		FRANCIS	URSULAR
		TORONTO HYDRO-ELECTRIC SYSTEM LIMITED	
		FRASER	NANCY
CV11004298080000 (FRASER v. SCHOENBERGER et al)		SCHOENBERGER	LISA
		TOYOTA CREDIT CANADA INC.	
		SOLWAY	MORREY
		SOLWAY	LENORE
		GREENOUGH HARBOUR CORPORATION	JOHN
CV120000980800CL CV120004498080000 (STEVE CADOO, c o b. as Stephon Enterprise v. STATE FARM MUTUAL AUTOMOBILE INSURANCE CO et al)		KEESO	
		Cannot view OFSA CAS cases. Case Sealed at Publication Date. Please see the counter	
		STEVE CADOO, c o b. as Stephon Enterprise	
		STATE FARM MUTUAL AUTOMOBILE INSURANCE CO	
		STATE FARM FIRE AND CASUALTY COMPANY	
CV12004598080000 (MURAVEN v. ROBINS APPLEBY & TAUB)		JEFF WRIGHT INSURANCE AGENCY INC.	ERIC S.
		MURAVEN	
		ROBINS APPLEBY & TAUB	ZEMI
		ROSENZWEIG	JAGDISH
		LUCHUN	SANTA
CV12004698080000 (LUCHUN et al v. FONG et al)		LUCHUN	

This is Exhibit "B" referenced in the Affidavit of Julian Sher
sworn March 29, 2018

A handwritten signature in blue ink, appearing to read "See Hoed", is written over a horizontal line.

Commissioner for Taking Affidavits
(or as may be)



Court file no. CV-12-454778
Commercial List no. CV-12-980800CL

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

The Honourable)	MONDAY, THE 1 ST DAY
)	
Mr. Justice Patillo)	OF OCTOBER, 2012.

BETWEEN:

DANIEL CARLOS LUSITANDE YAIGUAJE, BENANCIO FREDY CHIMBO GREFA, MIGUEL MARIO PAYAGUAJE PAYAGUAJE, TEODORO GONZALO PIAGUAJE PAYAGUAJE, SIMON LUSITANDE YAIGUAJE, ARMANDO WILMER PIAGUAJE PAYAGUAJE, ANGEL JUSTINO PIAGUAJE LUCITANTE, JAVIER PIAGUAJE PAYAGUAJE, FERMIN PIAGUAJE, LUIS AGUSTIN PAYAGUAJE PIAGUAJE, EMILIO MARTIN LUSITANDE YAIGUAJE, REINALDO LUSITANDE YAIGUAJE, MARIA VICTORIA AGUINDA SALAZAR, CARLOS GREFA HUATATOCA, CATALINA ANTONIA AGUINDA SALAZAR, LIDIA ALEXANDRIA AGUINDA AGUINDA, CLIDE RAMIRO AGUINDA AGUINDA, LUIS ARMANDO CHIMBO YUMBO, BEATRIZ MERCEDES GREFA TANGUILA, LUCIO ENRIQUE GREFA TANGUILA, PATRICIO WILSON AGUINDA AGUINDA, PATRICIO ALBERTO CHIMBO YUMBO, SEGUNDO ANGEL AMANTA MILAN, FRANCISCO MATIAS ALVARADO YUMBO, OLGA GLORIA GREFA CERDA, NARCISA AIDA TANGUILA NARVAEZ, BERTHA ANTONIA YUMBO TANGUILA, GLORIA LUCRECIA TANGUILA GREFA, FRANCISCO VICTOR TANGUILA GREFA, ROSA TERESA CHIMBO TANGUILA, MARIA CLELIA REASCOS REVELO, HELEODORO PATARON GUARACA, CELIA IRENE VIVEROS CUSANGUA, LORENZO JOSE ALVARADO YUMBO, FRANCISCO ALVARADO YUMBO, JOSE GABRIEL REVELO LLORE, LUISA DELIA TANGUILA NARVAEZ, JOSE MIGUEL IPIALES CHICAIZA, HUGO GERARDO CAMACHO NARANJO, MARIA MAGDALENA RODRIGUEZ BARCENES, ELIAS ROBERTO PIYAHUAJE PAYAHUAJE, LOURDES BEATRIZ CHIMBO TANGUILA, OCTAVIO ISMAEL CORDOVA HUANCA, MARIA HORTENCIA VIVEROS CUSANGUA, GUILLERMO VINCENTE PAYAGUAJE LUSITANTE, ALFREDO DONALDO PAYAGUAJE PAYAGUAJE, and DELFIN LEONIDAS PAYAGUAJE PAYAGUAJE

Plaintiffs

and

CHEVRON CORPORATION, CHEVRON CANADA LIMITED and
CHEVRON CANADA FINANCE LIMITED

Defendants

- 2 -

PROTECTIVE ORDER

THIS MOTION by Chevron Corporation and Chevron Canada Limited (each a "Producing Party") for a Protective Order imposing confidentiality terms pursuant to section 137(2) of the *Courts of Justice Act*, R.S.O. 1990, c. C-43 and Rule 30.11 of the *Rules of Civil Procedure*, and providing for the protection and maintenance of confidentiality of documents and information disclosed or to be disclosed to the Plaintiffs in connection with motions to set aside service *ex juris* and to dismiss the within Action ("Action") on the basis of lack of jurisdiction ("Jurisdiction Motions"), was heard this day.

ON READING the Notices of Motion, and on hearing the submissions of counsel for Chevron Corporation and Chevron Canada Limited and the Plaintiffs, and on being advised that this motion is by consent;

THIS COURT ORDERS as follows:

Defined Terms

1. "Information" includes all documents as that term is defined in Rule 30.01(1)(a) of the *Rules of Civil Procedure* and all information disclosed or produced by a Producing Party in connection with the Jurisdiction Motions, in any form, including, without limitation, electronic or computerized data compilations, company records, reports and summaries (whether in original form or reproduced or referred to in any way, including without limitation in a transcript, motion record, brief or factum).
2. "Confidential Information" means Information disclosed or produced by a Producing Party in connection with the Jurisdiction Motions and designated as "Confidential Information" by a Producing Party, including without limitation, Information designated as "Confidential Information" by a Producing Party during or in respect of a cross-examination, as set out in paragraphs 13 through 16 below. All Information which is designated as "Confidential Information" by a Producing Party shall be marked and identified with the following legend:

"CONFIDENTIAL: SUBJECT TO A PROTECTIVE ORDER.
UNAUTHORIZED ACCESS, USE OR DISCLOSURE OF THIS
DOCUMENT/INFORMATION IS PROHIBITED."

- 3 -

Any inadvertent failure to designate Confidential Information as such at the time that it is disclosed does not constitute a waiver of the Producing Party's right to designate the Information as Confidential Information after disclosure has been made, provided that such designation is made forthwith upon the discovery of any such inadvertent failure to designate.

3. "Designated Counsel" means Canadian counsel of record for the Plaintiffs in the Action (as identified on the record) and only those legal assistants employed by Canadian counsel of record as reasonably required to assist Canadian counsel of record (as identified on the record) with the Jurisdiction Motions.

Restrictions on Access and Use

4. The Producing Party shall provide one hard copy of documents containing Confidential Information to Designated Counsel. Confidential Information shall only be provided to Designated Counsel upon receipt of executed copies of the Acknowledgment attached hereto as Schedule "A" (the "Acknowledgment"). No Confidential Information may be provided to any Designated Counsel (including, for greater certainty, their legal assistants), until such individual has signed the Acknowledgment.
5. No reproductions of any kind, whether in handwritten, audio or electronic form, may be made of the Confidential Information, without the prior written consent of the Producing Party, except for the purpose of filing a copy with the Court pursuant to the terms of this Order.
6. Any handwritten or typed notes made by Designated Counsel about the Confidential Information shall be treated as Confidential Information. Any typed notes to be kept in a document management system shall be password protected so that only Designated Counsel shall have access to them.
7. At all times, the Confidential Information disclosed to Designated Counsel shall remain in its possession in a secured environment within Designated Counsel's office. No copy may be sent or taken off-site without the prior written consent of the Producing Party,

- 4 -

except for use at cross-examinations on affidavits or at Court in relation to the Jurisdiction Motions.

8. Confidential Information, except with the prior written consent of the Producing Party or upon prior order of this Court, shall not be disclosed, directly or indirectly, by Designated Counsel to any person, firm or corporation, other than:
 - (a) the Court dealing with the Jurisdiction Motions provided that the party tendering Confidential Information must advise the Court of the terms of this Order and request the Court to receive the Confidential Information in accordance with the terms of this Order; or
 - (b) direct staff of any person within paragraph 8(a) above for whom access to Confidential Information is necessary to assist such persons with the Jurisdiction Motions, including any Court personnel, secretarial or other clerical personnel, stenographers, court reporters, videographers, or other persons who are retained to transcribe or videotape an examination in relation to the Jurisdiction Motions.
9. Confidential Information shall not be used for any purpose other than in connection with the Jurisdiction Motions and subject to the terms of this Order.
10. This Order shall not bar Designated Counsel, in the course of rendering advice to the named plaintiffs in this action, from conveying to the named plaintiffs in this action, in only a general way, the manner in which the Confidential Information affects the plaintiffs' position, but in doing so, the Designated Counsel shall not disclose the specific contents of any Confidential Information.
11. The terms of this Order shall not apply to Information that is or becomes public knowledge or is legitimately acquired by means not in violation of the provisions of this Order or any other obligation of confidentiality

- 5 -

Examinations in Connection with the Jurisdiction Motions

12. Each transcript in connection with the Jurisdiction Motions (including any exhibits thereto) that refers to Confidential Information (a "Confidential Transcript") shall bear the following legend on the cover page of each volume of the transcript:

"THE CONTENTS OF THIS TRANSCRIPT ARE SUBJECT TO A PROTECTIVE ORDER. UNAUTHORIZED ACCESS, USE, OR DISCLOSURE OF ANY PART OF THIS TRANSCRIPT IS PROHIBITED."

13. A copy of this Order shall be presented to the reporter at any examination in connection with the Jurisdiction Motions, including a cross-examination on an affidavit, conducted before an official examiner or court reporter. If, during any such examination or other proceeding in connection with the Jurisdiction Motions, a Producing Party asserts either that any question posed involves Confidential Information or any answer given to a question involves Confidential Information, then:

- (a) the parties shall note such assertion on the record; and
- (b) the official examiner or court reporter, as applicable, shall clearly and prominently mark the cover page of the transcript with the legend set out in paragraph 12 above.

14. If Confidential Information is not designated as such during a cross-examination on an affidavit as set out in paragraph 13 above, the transcript of the cross-examination and any exhibits shall be treated as Confidential Information for a period of ten (10) days, or for as many days as the parties shall agree, after receipt of such transcript to allow time for counsel for the Producing Party to notify Designated Counsel of any Confidential Information designations. Such designations shall include the transcript page and line number.

15. If a party objects to the designation as Confidential Information, the objecting party shall notify the Producing Party in writing, that it objects to the designation as to any specified items of Information so designated. Within seven (7) days of the receipt of such notification, counsel for the Producing Party and the objecting party shall meet and

- 6 -

confer in an effort to resolve the objection. If the parties cannot resolve their disagreement, the objecting party may seek appropriate relief from the Court. Until such dispute is resolved, the designated material shall be treated as Confidential Information under this Order.

16. A Confidential Transcript shall also be treated as Confidential Information, except that an electronic copy of a Confidential Transcript may be retained by Designated Counsel in its document management system, provided that the Confidential Transcript is password protected so that only Designated Counsel shall have access to it. A Confidential Transcript shall not be transferred in any manner and must reside only in the document management system of Designated Counsel. To the extent possible, the parties will request the court reporter to provide a "public" version of the transcript (with all Confidential Information redacted) to be approved by counsel for the Producing Party.

Filing Under Seal

17. Any document containing Confidential Information (including a Confidential Transcript, exhibits, affidavits, motion records, briefs, facts or any other materials to be filed with the Court) subject to this Order shall be filed with the Court in a sealed envelope with, "CONFIDENTIAL: SUBJECT TO A PROTECTIVE ORDER. UNAUTHORIZED ACCESS, USE OR DISCLOSURE OF THIS DOCUMENT/INFORMATION IS PROHIBITED" written on the outside and a copy of this Order shall be provided to the Clerk of the Court upon such filing. The filing party shall contemporaneously notify other parties that such filing has been made.
18. The party filing any Confidential Transcript shall also file a version that has had the Confidential Information redacted. The redacted version of the Confidential Transcript shall be designated as "PUBLIC DOCUMENT (REDACTED)".

Reference to Confidential Information in Court

19. Whenever Confidential Information is to be referred to during a Court hearing, counsel shall notify the Court and request that portion of the hearing be held *in camera*.

- 7 -

Procedures Upon Termination of the Motion

20. All provisions of this Order restricting the use of Confidential Information obtained during the course of the Jurisdiction Motions shall continue to be binding after the conclusion of the Jurisdiction Motions, until further order of the Court, unless the parties agree otherwise in writing.
21. Any and all originals and copies (including any electronic copies) of Confidential Information shall, at the written request of the Producing Party, be destroyed or (at the expense of the Producing Party) be returned to the Producing Party, within 30 days after a final order and expiry of all rights of appeal of the Jurisdiction Motions. The Designated Counsel shall ensure that all Confidential Information is promptly deleted from any back-up systems and ensure that any notes taken relating to the Confidential Information be destroyed.
22. If the Designated Counsel elects to destroy the Confidential Information rather than return it, the Designated Counsel shall provide the Producing Party written certification that the destruction of all Confidential Information has been completed.

Miscellaneous

23. Producing or receiving Confidential Information pursuant to, or otherwise complying with the terms of this Order shall not:
 - (a) operate as an admission by any party that any particular Confidential Information contains or reflects confidential information;
 - (b) prejudice in any way the rights of any party to object to the production of documents it considers not subject to disclosure, or operate as an admission by any party that the restrictions and procedures set forth herein constitute adequate protection for any particular information deemed by any party to be Confidential Information;

- 8 -

- (c) prejudice in any way the rights of any party to object to the relevancy, authenticity, or admissibility into evidence of any document, testimony, or other evidence subject to this Order;
 - (d) prejudice in any way the rights of any party or Producing Party to seek a determination by the Court whether any Information, whether confidential or not, should be subject to the terms of this Order;
 - (e) prejudice in any way the rights of any party to request from the Court, a further protective order relating to any Confidential Information;
 - (f) prejudice in any way the rights of any party to seek an Order from the Court to broaden or restrict the right of access to and use of particular Information;
 - (g) prevent the parties from agreeing to alter or waive the provisions or protections provided in this Order;
 - (h) be construed as an agreement by any person or entity to produce or supply any document, or as a waiver by any person or entity of its right to object to the production of any document, or as a waiver of any claim of privilege with respect to the production of any document; or
 - (i) affect the scope of the implied undertaking of each party not to use Information obtained in this litigation from any other party for purposes other than the conduct of this litigation.
24. 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.
25. There shall be no costs associated with this Order.

RECEIVED AT / DÉPOSÉ À TORONTO
ON / LE 11 OCT 2012
LE / DANS LE REGISTRE NO.:

OCT - 9 2012

MB

[Handwritten signature]

- 9 -

SCHEDULE "A"

CONFIDENTIALITY ACKNOWLEDGMENT AND UNDERTAKING

I, _____, hereby acknowledge that I am about to receive from _____ Confidential Information as defined in the Protective Order of Mr. Justice Patillo dated _____, 2012 ("Order").

I certify that I understand this Confidential Information is being provided to me pursuant to the terms and restrictions of the Order referred to above in this Action and that I have been given a copy of and read and understand my obligations under the Order.

I hereby agree to be bound by the terms of the Order.

In accordance with paragraphs 21 and 22 of the Order, on the written request of the Producing Party (as such term is defined in the Order), I will destroy any and all originals and copies (including any electronic copies) of the Confidential Information and provide the Producing Party with written certification that the destruction of all Confidential Information has taken place, or (at the expense of the Producing Party), I will return the Confidential Information. In either case, I will ensure that all Confidential Information is promptly deleted from any electronic back-up systems. I will also destroy any notes that I have prepared relating to such Confidential Information.

I agree to submit to the jurisdiction of the Ontario Superior Court of Justice for the purpose of enforcement of the Order.

Date

Name

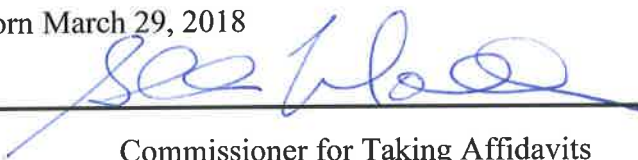
Signature

DANIEL CARLOS LUSITANDE - and - CHEVRON CORPORATION *et al.* Court file no. CV-12-454778
YAIGUAJE *et al.* Commercial List no. CV-12-980800CL

Plaintiffs Defendants

ONTARIO SUPERIOR COURT OF JUSTICE Proceeding commenced at Toronto	
ORDER	
Norton Rose Canada LLP Barristers & Solicitors Suite 2300, P.O. Box 128 79 Wellington Street West TD Waterhouse Tower The Toronto-Dominion Centre Toronto, ON M5K 1H1	
Clarke Hunter, Q.C. Anne Kirker, Q.C. Tel: 403-267-8292/403-267-9564	
Alan H. Mark, LSUC #21772U Robert Frank, LSUC #35456F Tel: 416-216-4865/416-202-6741 Fax: 416-360-8277	
John J. Marshall, Q.C. Professional Corporation Jack Marshall, Q.C. Tel: 403-870-7000 Fax: 403-264-5973 Lawyers for Defendant, Chevron Corporation	

This is Exhibit "C" referenced in the Affidavit of Julian Sher
sworn March 29, 2018

A handwritten signature in blue ink, appearing to read "Sae Hoo", is written over a solid black horizontal line.

Commissioner for Taking Affidavits
(or as may be)

93A - 80-028-53-63-2

Court File No. CV-12-9808-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

THE HONOURABLE

JUSTICE *Heaney*)
)
)*Monday*, THE 21st DAY

OF DECEMBER, 2015

BETWEEN:

DANIEL CARLOS LUSITANDE YAIGUAJE, BENANCIO FREDY CHIMBO GREFA, MIGUEL MARIO PAYAGUAJE PAYAGUAJE, TEODORO GONZALO PIAGUAJE PAYAGUAJE, SIMON LUSITANDE YAIGUAJE, ARMANDO WILMER PIAGUAJE PAYAGUAJE, ANGEL JUSTINO PIAGUAJE LUCITANTE, JAVIER PIAGUAJE PAYAGUAJE, FERMIN PIAGUAJE, LUIS AGUSTIN PAYAGUAJE PIAGUAJE, EMILIO MARTIN LUSITANDE YAIGUAJE, REINALDO LUSITANDE YAIGUAJE, MARIA VICTORIA AGUINDA SALAZAR, CARLOS GREFA HUATATOCA, CATALINA ANTONIA AGUINDA SALAZAR, LIDIA ALEXANDRIA AGUINDA AGUINDA, CLIDE RAMIRO AGUINDA AGUINDA, LUIS ARMANDO CHIMBO YUMBO, BEATRIZ MERCEDES GREFA TANGUILA, LUCIO ENRIQUE GREFA TANGUILA, PATRICIO WILSON AGUINDA AGUINDA, PATRICIO ALBERTO CHIMBO YUMBO, SEGUNDO ANGEL AMANTA MILAN, FRANCISCO MATIAS ALVARADO YUMBO, OLGA GLORIA GREFA CERDA, NARCISA AIDA TANGUILA NARVAEZ, BERTHA ANTONIA YUMBO TANGUILA, GLORIA LUCRECIA TANGUILA GREFA, FRANCISCO VICTOR TANGUILA GREFA, ROSA TERESA CHIMBO TANGUILA, MARIA CLELIA REASCOS REVELO, HELEODORO PATARON GUARACA, CELIA IRENE VIVEROS CUSANGUA, LORENZO JOSE ALVARADO YUMBO, FRANCISCO ALVARADO YUMBO, JOSE GABRIEL REVELO LLORE, LUISA DELIA TANGUILA NARVAEZ, JOSE MIGUEL IPIALES CHICAIZA, HUGO GERARDO CAMACHO NARANJO, MARIA MAGDALENA RODRIGUEZ BARCENES, ELIAS ROBERTO PIYAHUAJE PAYAHUAJE, LOURDES BEATRIZ CHIMBO TANGUILA, OCTAVIO ISMAEL CORDOVA HUANCA, MARIA HORTENCIA VIVEROS CUSANGUA, GUILLERMO VINCENTE PAYAGUAJE LUSITANTE, ALFREDO DONALDO PAYAGUAJE PAYAGUAJE, and DELFIN LEONIDAS PAYAGUAJE PAYAGUAJE

Plaintiffs

and

CHEVRON CORPORATION, CHEVRON CANADA LIMITED and
CHEVRON CANADA FINANCE LIMITED

Defendants

FURTHER PROTECTIVE ORDER

THIS MOTION by Chevron Corporation and Chevron Canada Limited (each a "Producing Party") for a Protective Order imposing confidentiality terms pursuant to section 137(2) of the *Courts of Justice Act*, R.S.O. 1990, c. C-43 and Rule 30.11 of the *Rules of Civil Procedure*, and providing for the protection and maintenance of confidentiality of documents and information disclosed or to be disclosed to the Plaintiffs in connection with this proceeding, including, without limitation, in connection with any of the pending motions for summary judgment (the "Proceeding"), was heard this day.

ON READING the Notices of Motion, and on hearing the submissions of counsel for Chevron Corporation and Chevron Canada Limited and the Plaintiffs, and on being advised that this motion is by consent;

THIS COURT ORDERS as follows:

Defined Terms

1. "Information" includes all documents as that term is defined in Rule 30.01(1)(a) of the *Rules of Civil Procedure* and all information disclosed or produced by a Producing Party in connection with the Proceeding, in any form, including, without limitation, electronic or computerized data compilations, company records, reports and summaries (whether in original form or reproduced or referred to in any way, including without limitation in a transcript, motion record, brief or factum).
2. "Confidential Information" means Information disclosed or produced by a Producing Party in connection with the Proceeding and designated as "Confidential Information" by a Producing Party, including without limitation, Information designated as "Confidential Information" by a Producing Party during or in respect of a discovery or cross-examination (or other examination), as set out in paragraphs 13 through 16 below. All Information which is designated as "Confidential Information" by a Producing Party shall be marked and identified with the following legend:

"CONFIDENTIAL: SUBJECT TO A PROTECTIVE ORDER.
UNAUTHORIZED ACCESS, USE OR DISCLOSURE OF THIS
DOCUMENT/INFORMATION IS PROHIBITED."

Any inadvertent failure to designate Confidential Information as such at the time that it is disclosed does not constitute a waiver of the Producing Party's right to designate the Information as Confidential Information after disclosure has been made, provided that such designation is made forthwith upon the discovery of any such inadvertent failure to designate.

3. "Designated Counsel" means Canadian counsel of record for the Plaintiffs in the Proceeding (as identified on the record) and only those legal assistants employed by Canadian counsel of record as reasonably required to assist Canadian counsel of record (as identified on the record) with the Proceeding.

Restrictions on Access and Use

4. The Producing Party shall provide one hard copy of documents containing Confidential Information to Designated Counsel. Confidential Information shall only be provided to Designated Counsel upon receipt of executed copies of the Acknowledgment attached hereto as Schedule "A" (the "Acknowledgment"). No Confidential Information may be provided to any Designated Counsel (including, for greater certainty, their legal assistants), until such individual has signed the Acknowledgment.
5. No reproductions of any kind, whether in handwritten, audio or electronic form, may be made of the Confidential Information, without the prior written consent of the Producing Party, except for the purpose of filing a copy with the Court pursuant to the terms of this Order.
6. Any handwritten or typed notes made by Designated Counsel about the Confidential Information shall be treated as Confidential Information. Any typed notes to be kept in a document management system shall be password protected so that only Designated Counsel shall have access to them.
7. At all times, the Confidential Information disclosed to Designated Counsel shall remain in its possession in a secured environment within Designated Counsel's office. No copy may be sent or taken off-site without the prior written consent of the Producing Party, except for use at discoveries, cross-examinations on affidavits (or any other examination) or at Court in relation to the Proceeding.

8. Confidential Information, except with the prior written consent of the Producing Party or upon prior order of this Court, shall not be disclosed, directly or indirectly, by Designated Counsel to any person, firm or corporation, other than:
 - (a) the Court dealing with the Proceeding provided that the party tendering Confidential Information must advise the Court of the terms of this Order and request the Court to receive the Confidential Information in accordance with the terms of this Order; or
 - (b) direct staff of any person within paragraph 8(a) above for whom access to Confidential Information is necessary to assist such persons with the Proceeding, including any Court personnel, secretarial or other clerical personnel, stenographers, court reporters, videographers, or other persons who are retained to transcribe or videotape an examination in relation to the Proceeding.
9. Confidential Information shall not be used for any purpose other than in connection with the Proceeding and subject to the terms of this Order.
10. This Order shall not bar Designated Counsel, in the course of rendering advice to the named plaintiffs in this Proceeding, from conveying to the named plaintiffs in this Proceeding, in only a general way, the manner in which the Confidential Information affects the plaintiffs' position, but in doing so, the Designated Counsel shall not disclose the specific contents of any Confidential Information.
11. The terms of this Order shall not apply to Information that is or becomes public knowledge or is legitimately acquired by means not in violation of the provisions of this Order or any other obligation of confidentiality.

Examinations or Discoveries in Connection with the Proceeding

12. Each transcript in connection with the Proceeding (including any exhibits thereto) that refers to Confidential Information (a "Confidential Transcript") shall bear the following legend on the cover page of each volume of the transcript:

"THE CONTENTS OF THIS TRANSCRIPT ARE SUBJECT TO A PROTECTIVE ORDER. UNAUTHORIZED ACCESS, USE, OR DISCLOSURE OF ANY PART OF THIS TRANSCRIPT IS PROHIBITED."

13. A copy of this Order shall be presented to the reporter at any examination in connection with the Proceeding, including a discovery or cross-examination on an affidavit, or any other examination of a witness, conducted before an official examiner or court reporter. If, during any such examination or other proceeding in connection with the Proceeding, a Producing Party asserts either that any question posed involves Confidential Information or any answer given to a question involves Confidential Information, then:

- (a) the parties shall note such assertion on the record; and
- (b) the official examiner or court reporter, as applicable, shall clearly and prominently mark the cover page of the transcript with the legend set out in paragraph 12 above.

14. If Confidential Information is not designated as such during a discovery or cross-examination on an affidavit or any other examination of a witness as set out in paragraph 13 above, the transcript of the discovery or cross-examination or other examination of a witness and any exhibits shall be treated as Confidential Information for a period of ten (10) days, or for as many days as the parties shall agree, after receipt of such transcript to allow time for counsel for the Producing Party to notify Designated Counsel of any Confidential Information designations. Such designations shall include the transcript page and line number.
15. If a party objects to the designation as Confidential Information, the objecting party shall notify the Producing Party in writing, that it objects to the designation as to any specified items of Information so designated. Within seven (7) days of the receipt of such notification, counsel for the Producing Party and the objecting party shall meet and confer in an effort to resolve the objection. If the parties cannot resolve their

disagreement, the objecting party may seek appropriate relief from the Court. Until such dispute is resolved, the designated material shall be treated as Confidential Information under this Order.

16. A Confidential Transcript shall also be treated as Confidential Information, except that an electronic copy of a Confidential Transcript may be retained by Designated Counsel in its document management system, provided that the Confidential Transcript is password protected so that only Designated Counsel shall have access to it. A Confidential Transcript shall not be transferred in any manner and must reside only in the document management system of Designated Counsel. To the extent possible, the parties will request the court reporter to provide a "public" version of the transcript (with all Confidential Information redacted) to be approved by counsel for the Producing Party.

Filing Under Seal

17. Any document containing Confidential Information (including a Confidential Transcript, exhibits, affidavits, motion records, briefs, facts or any other materials to be filed with the Court) subject to this Order shall be filed with the Court in a sealed envelope with, "CONFIDENTIAL: SUBJECT TO A PROTECTIVE ORDER. UNAUTHORIZED ACCESS, USE OR DISCLOSURE OF THIS DOCUMENT/INFORMATION IS PROHIBITED" written on the outside and a copy of this Order shall be provided to the Clerk of the Court upon such filing. The filing party shall contemporaneously notify other parties that such filing has been made.
18. The party filing any Confidential Transcript shall also file a version that has had the Confidential Information redacted. The redacted version of the Confidential Transcript shall be designated as "PUBLIC DOCUMENT (REDACTED)".

Reference to Confidential Information in Court

19. Whenever Confidential Information is to be referred to during a Court hearing, counsel shall notify the Court and request that portion of the hearing be held *in camera*.

Procedures Upon Termination of the Proceeding

20. All provisions of this Order restricting the use of Confidential Information obtained during the course of the Proceeding shall continue to be binding after the conclusion of the Proceeding, until further order of the Court, unless the parties agree otherwise in writing.
21. Any and all originals and copies (including any electronic copies) of Confidential Information shall, at the written request of the Producing Party, be destroyed or (at the expense of the Producing Party) be returned to the Producing Party, within 30 days after a final order and expiry of all rights of appeal of the Proceeding. The Designated Counsel shall ensure that all Confidential Information is promptly deleted from any back-up systems and ensure that any notes taken relating to the Confidential Information be destroyed.
22. If the Designated Counsel elects to destroy the Confidential Information rather than return it, the Designated Counsel shall provide the Producing Party written certification that the destruction of all Confidential Information has been completed.

Miscellaneous

23. Producing or receiving Confidential Information pursuant to, or otherwise complying with the terms of this Order shall not:
 - (a) operate as an admission by any party that any particular Confidential Information contains or reflects confidential information;
 - (b) prejudice in any way the rights of any party to object to the production of documents it considers not subject to disclosure, or operate as an admission by any party that the restrictions and procedures set forth herein constitute adequate protection for any particular information deemed by any party to be Confidential Information;
 - (c) prejudice in any way the rights of any party to object to the relevancy, authenticity, or admissibility into evidence of any document, testimony, or other evidence subject to this Order;

- (d) prejudice in any way the rights of any party or Producing Party to seek a determination by the Court whether any Information, whether confidential or not, should be subject to the terms of this Order;
 - (e) prejudice in any way the rights of any party to request from the Court, a further protective order relating to any Confidential Information;
 - (f) prejudice in any way the rights of any party to seek an Order from the Court to broaden or restrict the right of access to and use of particular Information;
 - (g) prevent the parties from agreeing to alter or waive the provisions or protections provided in this Order;
 - (h) be construed as an agreement by any person or entity to produce or supply any document, or as a waiver by any person or entity of its right to object to the production of any document, or as a waiver of any claim of privilege with respect to the production of any document; or
 - (i) affect the scope of the implied undertaking of each party not to use Information obtained in this litigation from any other party for purposes other than the conduct of this litigation.
24. 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.
25. Nothing in this Order derogates from the obligations contained in the Protective Order of this Court dated October 1, 2012.
26. There shall be no costs associated with this Order.

ENTERED AT / INSCRIT À TORONTO
ON / DOOR NO.
LE / DANS LE REGISTRE NO.



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SCHEDULE "A"**CONFIDENTIALITY ACKNOWLEDGMENT AND UNDERTAKING**

I, _____, hereby acknowledge that I am about to receive from _____ Confidential Information as defined in the Protective Order of Justice _____ dated _____, 2015 ("Order").

I certify that I understand this Confidential Information is being provided to me pursuant to the terms and restrictions of the Order referred to above in this Proceeding and that I have been given a copy of and read and understand my obligations under the Order.

I hereby agree to be bound by the terms of the Order.

In accordance with paragraphs 21 and 22 of the Order, on the written request of the Producing Party (as such term is defined in the Order), I will destroy any and all originals and copies (including any electronic copies) of the Confidential Information and provide the Producing Party with written certification that the destruction of all Confidential Information has taken place, or (at the expense of the Producing Party), I will return the Confidential Information. In either case, I will ensure that all Confidential Information is promptly deleted from any electronic back-up systems. I will also destroy any notes that I have prepared relating to such Confidential Information.

I agree to submit to the jurisdiction of the Ontario Superior Court of Justice for the purpose of enforcement of the Order.

Date

Name

Signature

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST



Proceeding commenced at Toronto

FURTHER PROTECTIVE ORDER

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Plaintiffs

-and- CHEVRON CORPORATION et al.
Defendants

Court File No. CV-12-9808-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

PROCEEDING COMMENCED AT
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Canadian Broadcasting Corporation

DANIEL CARLOS LUSITANDE YAIGUAJE et al.
Plaintiffs

-and- CHEVRON CORPORATION et al.
Defendants

Court File No. CV-12-9808-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
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PROCEEDING COMMENCED AT
TORONTO

**MOTION RECORD OF THE NON-PARTY, CANADIAN
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