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IN THE UNITED STATES DISTRICT COURT

FOR THE NORTHERN DISTRICT OF CALIFORNIA

SAN JOSE DIVISION

RAILWARE, INC.,

Plaintiff,

v.

PENINSULA CORRIDOR JOINT POWERS BOARD D/B/A CALTRAIN,

Defendant.

Case No. 5:25-cv-05725-BLF

JOINT CASE MANAGEMENT STATEMENT

Hon. Beth Labson Freeman

WABTEC EX1040
Wabtec v. Railware, IPR2026-00135

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Railware, Inc. ("Railware" or "Plaintiff") and Peninsula Corridor Joint Powers Board d/b/a Caltrain ("Caltrain" or "Defendant") submit this JOINT CASE MANAGEMENT STATEMENT & PROPOSED ORDER pursuant to the Standing Order for All Judges of the Northern District of California and Civil Local Rule 16-9. The parties met and conferred on October 23, 2025.

1. Jurisdiction and Service:

This Court has subject matter jurisdiction over Railware's patent infringement claims in the Complaint pursuant to the patent laws of the United States 35 U.S.C. § 1 *et seq*., and pursuant to 28 U.S.C. § 1338 because Railware's claims against Caltrain both arise out of the patent laws of the United States and raise a federal question. This Court has personal jurisdiction over Caltrain at least because Caltrain owns and/or operates trains and portions of track in this District, and the allegations of infringement that give rise to the Complaint stem from Caltrain's activities in this District. Caltrain also resides in the State of California.

Caltrain's Position: Caltrain, however, notes it is not waiving any information that it may discover relating to Railware's standing or otherwise.

2. Facts:

Railware's Position: This lawsuit concerns Caltrain's infringement of Railware's patents – U.S. Pat. No. 9,517,782 (the "'782 patent"), U.S. Reissue Pat. No. RE47,835 (the "'835 patent"); and U.S. Reissue Pat. No. RE49,115 (the "'115 patent") (collectively the "Asserted Patents") – through Caltrain's implementation and use of its "Rail Operations Control System" or "ROCS" systems with Enhanced Employee Protection Systems ("EEPS"), including the RailwayNet℠ system with EEPS and/or EEPS-like functionality and/or the Advanced Information Management ("AIM") system with EEPS and/or EEPS-like functionality or other same or similar systems or methods.

More, Caltrain's infringement has been willful and deliberate. For example, on or about May 15, 2025, Railware sent a notice letter to Caltrain informing it of its infringement of the Asserted Patents. *Id.* ¶ 50. Since then, Caltrain has had numerous opportunities to cease its infringement of the Asserted Patents, but has not done so.

As discussed in greater detail in the Complaint, Railware has, through its president Ross

Pirtle's creation of its patented Dispatch X system with its safety technology called EEPS (Enhanced Employee Protection System), filled a critical technology gap that existed in the various safety systems that were deployed by railroads to protect railroad workers prior to Mr. Pirtle's inventions. *See* Cmplt. (ECF 001) ¶¶ 24-35. This technology gap was significant: it fostered human error, destruction of costly machinery, and severe injury and death of railroad employees. *Id.* ¶¶ 2, 32-33. One such accident occurred in 2013, when a Metro-North Railroad passenger train struck and killed several railway field workers in West Haven, Connecticut. *Id.* ¶ 33. This happened because a remote dispatcher mistakenly removed the block protection on the wrong railroad track (that appeared in close proximity on the control console to the block protection that should have been removed). *Id.*

Railware's Dispatch X system with EEPS, which is covered by the Asserted Patents, was designed to prevent this precise issue, and in response to this precise tragic accident. *Id.* ¶ 34. Railware's patented technology does so via an unconventional network architecture used for generating, transmitting, receiving and using a code that is associated with a block placed on a track by a dispatcher and that is transmitted to the railway field worker(s) that is working on the track, but otherwise is not readily available to the dispatcher. *Id.* In order to remove the block on a track, the code must be returned to the CTC system, such as by the dispatcher receiving the code from the railway field worker, for example, through a radio transmission. *Id.* By putting the power to lift a block in the hands of the railway field worker(s) working under its protection, Railware's patented technology prevents errant unblocking of track(s) within the railway network and ultimately save lives, prevent injury, and prevent damage to equipment and/or property. *Id.*

After Railware's patented technology was already being used by major railroads like Metro-North, the Federal Railroad Administration (FRA) issued guidance, and then regulations, that required railroads to modernize their systems to include, *inter alia*, "redundant signal protections" to protect railway field workers. *See id.* ¶¶ 42-47. The FRA praised Railware's Dispatch X system with EEPS as an exemplar of the type of protections that railroads should adopt. *Id.* ¶ 46. The Asserted Patents cover Railware's Dispatch X system with EEPS. *Id.*

As a result of the FRA's praise of Railware's Dispatch X system with EEPS, numerous

railroads have implemented "copycats" of Railware's patented technology to satisfy the recommendations in the FRA's regulations. *See id.* ¶¶ 56-57. Some railroads, such as Metro-North and Long Island Railroad, contracted directly with Railware to implement Railware's patented technology. *See id.* ¶ 7. Others, including National Railroad Passenger Corporation d/b/a Amtrak ("Amtrak") and Southeastern Pennsylvania Transportation Authority ("SEPTA"), implemented and/or developed "copycat" systems and methods to Railware's patented technology that are licensed through settlement agreements with Railware. *Id.* ¶¶ 56-57. These other same or similar systems and methods, which include the RailwayNet[SM] system with EEPS and/or EEPS-like functionality and/or the AIM system with EEPS and/or EEPS-like functionality or other same or similar systems or methods, practice the Asserted Patents. Caltrain, like Amtrak and SEPTA, has knowingly implemented and/or developed the same or similar "copycat" systems and methods to Railware's patented technology that infringe the Asserted Patents. It has done so through, at least, Caltrain's "Rail Operations Control System" or "ROCS," which is Caltrain's internal nomenclature for the RailwayNet[SM] system and/or AIM system. Cmplt. ¶ 59, n. 37. Caltrain has stated publicly that it implemented "Enhanced Employee Protection Systems." Cmplt. ¶ 68, n. 43.

Caltrain's Position: Since 1992, Caltrain has been a customer-focused regional rail operator offering reliable, accessible, and sustainable transportation service. Caltrain services the San Francisco Peninsula and Santa Clara Valley, providing a vital link in the state's rail network.

Railware is allegedly a supplier of "centralized train traffic control products." *See* Complaint, ¶¶ 6-7. Railware filed its Complaint (ECF No. 1, "Complaint") on July 8, 2025, alleging that Caltrain infringes three claims of three patents (claim 5 of the '782 Patent, claim 19 of RE'835 Patent, and claim 20 of RE'115 Patent) by implementing the Enhanced Employee Protection System ("EEPS") after March 2022. *Id.*, ¶¶ 72-74, 135-136, 199-201; *see, e.g.*, *id.*, ¶¶ 68 n.43, 84 n.53, 179 n.116, 266 n.170. Railware claims to have invented EEPS and accuses "RailwayNet[SM] system with EEPS and/or EEPS-like functionality and/or the AIM system with EEPS and/or EEPS-like functionality or any same or similar systems or methods" of infringing the three claims. *Id.*, ¶¶ 2, 73, 136, 200. But, Railware fails to explain how a single Caltrain product with EEPS allegedly infringes each claim limitation of the three asserted claims, including

grouping numerous unknown products together. *See, e.g.*, *id*., ¶¶ 73-75, 136-139, 200-201, 206.

Caltrain denies that it infringes any claim of the '782 Patent, RE'835 Patent, and RE'115 Patent (collectively, "the Asserted Patents") and contends that the asserted claims of the Asserted Patents are invalid under 35 U.S.C. §§ 101, 102, 103, and/or 112, among other defenses.

On October 8, 2025, Caltrain filed its Motion to Dismiss Railware, Inc.'s Complaint ("Motion to Dismiss") and Motion to Stay Discovery Pending Caltrain's Motion to Dismiss ("Motion to Stay Discovery"). ECF Nos. 31-32. Railware's deadline to respond was extended to December 3, 2025. ECF Nos. 33-34.

3. Legal Issues:

Railware's Position: Railware anticipates the principal disputed legal issues will be:

- The proper construction of any disputed claim terms of the Asserted Patents;
- Whether Caltrain, either literally and/or under the doctrine of equivalents, directly and/or indirectly, infringes and the extent of Caltrain's infringement of claim 5 and/or other claims of the '782 patent, claim 19 and/or other claims of the '835 patent, and/or claim 20 and/or other claims of the '115 patent (35 U.S.C. § 271);
- Whether Railware is entitled to injunctive relief (35 U.S.C. § 283);
- Whether Railware is entitled to damages (including, past, present, and future damages) as a result of Caltrain's infringement of the asserted claims of each of the Asserted Patents and, if so, the amount of those damages (35 U.S.C. § 284);
- Whether Caltrain's infringement has been willful and deliberate, and, if so, whether damages should be trebled as provided for by 35 U.S.C. § 284 and the extent of those damages;
- Whether this is an exceptional case, and, if so, whether Railware is entitled to relief under 35 U.S.C. § 285, and the extent of that relief;
- Whether Railware is entitled to other relief that the Court deems just and proper;
- Caltrain's arguments in support of Caltrain's motion to dismiss (ECF 31);
- Any affirmative defenses raised by Caltrain.

Caltrain's Position: The legal issues are:

- Whether Railware's Complaint (ECF No. 1) should be dismissed under Fed. R. Civ.

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P. 12(b)(6) and whether Railware's U.S. Reissue Patent No. RE49,115 claims ineligible subject matter under 35 U.S.C. § 101. *See* ECF No. 31.

- Whether discovery should be stayed pending resolution of Caltrain's Motion to Dismiss. *See* ECF No. 32.
- Whether Railware has properly accused a product(s) at Caltrain with accused EEPS and over what time period. *See* ECF No. 31.
- The proper constructions of the claim terms of the Asserted Patents.
- Whether Caltrain allegedly infringes any claim of the Asserted Patents.
- Caltrain's anticipated defenses, including non-infringement, lack of patentable subject matter, invalidity, unenforceability, wavier, estoppel, lack of alleged damages, and, should damages be proven, limitations on damages (*e.g.*, marking, apportionment, intervening rights).

Caltrain reserves the right to raise additional factual or legal issues that may arise through the course of this action.

4. Motions:

Resolved Motions:

Entry No.	Date:	Description:	Disposition:
5	07/08/2025	Motion for Pro Hac Vice Admission of Bryan J. Vogel	Granted
20	09/05/2025	Joint Motion for Extension of Time to File Response/Reply to Complaint	Granted
25	10/07/2025	Motion for Pro Hac Vice Admission of Ralph Dengler	Granted
26	10/07/2025	Motion for Pro Hac Vice Admission of Hubert Ning	Granted
27	10/07/2025	Motion for Pro Hac Vice Admission of Nicholas Marcello	Granted
33	10/15/2025	Railware's Motion for Extension of Time to File Response/Reply to Caltrain's Motion to Dismiss and Motion to Stay Discovery	Granted
35	10/16/2025	Motion for Pro Hac Vice Admission of Derrick Carman	Granted
36	10/16/2025	Motion for Pro Hac Vice Admission of Travis Waller	Granted
39	10/16/2025	Caltrain's Administrative Motion per Civil Local Rule 7-11	Denied
42	10/21/2025	Motion for Pro Hac Vice Admission of Nishi Tavernier	Granted

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Pending Motions:

Entry No.	Date:	Description:	Disposition:
31	10/08/2025	Motion to Dismiss Railware, Inc.'s Complaint	Pending
32	10/08/2025	Motion to Stay Discovery Pending Caltrain's Motion to Dismiss	Pending

5. Amendment of Pleadings:

No amendment to the pleading have occurred to date. The parties reserve their respective right to amend the pleadings in accordance with the Federal Rules of Civil Procedure and any applicable local rules.

6. Evidence Preservation:

The parties certify that they have reviewed the Guidelines Relating to the Discovery of Electronically Stored Information. The parties have met and conferred pursuant to Fed. R. Civ. P. 26(f) and have taken reasonable and proportionate steps to preserve documents and evidence relevant to the issues reasonably evident at this time. The parties will take reasonable and proportionate steps to preserve documents and evidence relating to issues presented in subsequent amendments to the pleadings, based on its understanding of the issues at the time.

7. Disclosures:

Initial disclosures were exchanged on **November 6, 2025**. *See* FRCP 26(a)(1).

8. Discovery:

a. Discovery Taken to Date.

On October 23, 2025, Railware served initial interrogatories and requests for production on Caltrain. As of this filing, Caltrain has not responded to either the interrogatories or requests for production. Caltrain's deadline to do so is November 24, 2025.

On October 24, 2025, Caltrain served initial interrogatories and requests for production on Railware. As of this filing, Railware has not responded to either the interrogatories or requests for production. Railware's deadline to do so is November 24, 2025.

Railware's Position: On November 12, 2025, Railware agreed to Caltrain's requests with a singular caveat – that "Caltrain agree[s] to respond substantively and in good faith to Railware's discovery requests on December 4, 2025." Caltrain refused, stating that it "believe[d] the extension

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should be without any preconditions and as a matter of professional courtesy given the reasoning provided in the CMS." Railware remains gravely concerned that Caltrain will skirt its discovery obligations in this case, despite the Court expressly rejecting Caltrain's attempts to stay discovery once already. (ECF Nos. 39, 40, 41). Further, Railware disagrees with any inference by Caltrain that Railware's discovery requests to-date have been disproportionate to the needs of the case, for at least the reasons set forth in Railware's position statement in Section 8.c, *infra*.

Caltrain's Position:

On October 23, 2025, Railware served Caltrain eighty-nine (89) document requests and eleven (11) interrogatories. Caltrain's deadline to respond to these one-hundred (100) discovery requests is November 24, 2025.

Caltrain respectfully requests that the parties' response date to the discovery requests (including Railware's) be extended to Thursday December 4, 2025, given that [a] the original deadline of November 24, 2025 falls on Thanksgiving week; [b] Railware served *one-hundred discovery requests*; and [c] counsel's professional obligations in another case. Railware opposes this 1.5-week discovery extension and attempted to impose its own subjective discovery standard of "substantively" and "good faith" for *all of Caltrain's one-hundred discovery responses* before it has even responded. Caltrain fully understands its discovery obligations under the Federal Rules of Civil Procedure as well as the NDCA Local and Patent Rules.

b. Anticipated Scope of Discovery.

Railware's Position: Railware contemplates seeking discovery from Caltrain concerning the principal legal issues identified through its Complaint and in Section 3, *supra*. For example, Railware anticipates discovery on Caltrain's entity structures, equipment, and services, and financial information relating thereto, direct and indirect infringement, willful infringement, damages (including benefits and cost savings realized and expected from implementing the patented technology), and all other prayers for relief. Moreover, an early discovery issue that Railware intends to focus on will be information regarding the identity, operation, and extent of use of Caltrain's train traffic control system(s) with Enhanced Employee Protection System(s). To that end, Railware anticipates that internal Caltrain and third-party contractor documents and

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information concerning Caltrain's implementation of the patented technology, including systems manuals, blocking data, system reports, and the like, will be of critical importance in the early stages of the case. Railware also anticipates that source code for Caltrain's train traffic control system(s) with Enhanced Employee Protection System(s) will be necessary. In addition, Railware expects that internal Caltrain and third-party contractor documents and information regarding Caltrain's injury data and damage to equipment and property data both before and after implementation of the patented technology, as well as Caltrain's reason(s) for implementing the patented technology, will be of critical importance in the early stages of the case.

Caltrain's Position: Caltrain intends to take discovery regarding the following:

1. The purported conception and reduction to practice of the alleged inventions of the Asserted Patents;
2. The Asserted Patents, including their prosecution histories;
3. The alleged ownership or rights in the Asserted Patents, including those relating to the inventors and assignees of the Asserted Patents;
4. The operation and functionality of systems and products practicing the alleged inventions of the Asserted Patents;
5. Prior art, including prior art from third parties;
6. Railware's claims for damages, including the bases and methods used to calculate the alleged damages;
7. Caltrain's other potential defenses developed during discovery; and
8. Any other subject reasonably related to the allegations presented in the Complaint or this lawsuit.

c. Proposed Limits on Discovery.

Railware's Position:

Railware proposes that discovery proceeds to the fullest extent provided for in the Federal and Local rules.

Railware disagrees that discovery should be stayed in accordance with Caltrain's Motion to Stay Discovery pending Caltrain's Motion to Dismiss (ECF No. 32). The Court has rejected

Caltrain's attempts to stay discovery in this case once already. (ECF Nos. 39, 40, 41). Railware will respond to Caltrain's pending Motions in accordance with the Court's order setting forth a briefing schedule (ECF No. 34). Railware contends that Caltrain is not entitled to any relief in connection with any of its currently pending Motions.

Caltrain's position that discovery should be preemptively limited, for example, to "EEPS," as Caltrain understands that term, or to only a particular period of time, are inappropriate and intended to prevent Railware from obtaining relevant discovery regarding, *inter alia*, Caltrain's infringement and the appropriate amount of damages. Railware disagrees that discovery should be so limited or that Railware's allegations are limited to "EEPS," as Caltrain understands that term, or are limited to a particular period of time.

Railware rejects Caltrain's many mischaracterizations of the Complaint and scope of discovery served by Railware to date. For instance, Caltrain's position that Railware has identified a "vague grouping of productions" is incorrect. Railware identified Caltrain's systems by name, and explained in great detail how these systems, or any same or similar system, infringe the Asserted Patents. Railware has also not limited its infringement theory to "after the March 10, 2022 accident" or otherwise. Caltrain cites footnotes in Railware's Complaint which simply identify Caltrain's own public documents, which themselves evidence that Caltrain was infringing the Asserted Patents at least as of March 10, 2022. Whether Caltrain was infringing before this date is a question to be resolved through discovery, and not preemptively limited in any way based on Caltrain's tortured reading of the Complaint. Likewise, discovery should proceed as contemplated under the law for all information that is reasonably calculated to lead to the discovery of admissible evidence, not as unilaterally and arbitrarily determined by Caltrain. Along these lines, Railware has served appropriately narrow discovery requests to date, which have included, *inter alia*, appropriate scope and time limitations. And any assertions by Caltrain that it does not know or understand what systems and methods are accused of infringement in this case (and likewise are within the scope of discovery) are not credible.

Caltrain's Position: Caltrain denies infringement and believes that discovery should be stayed in accordance with its Motion to Stay Pending Its Motion to Dismiss (ECF No. 32), to which Railware does not respond until December 3, 2025.

Nevertheless, Railware accuses EEPS of infringement and references EEPS numerous times in the Complaint. *See, e.g.*, Complaint, ¶¶ 3 n.1, 2-4, 47, 59-60, 68. As such, Caltrain believes that discovery on the accused infringement and the purported damages should be focused on any properly accused product at Caltrain with accused EEPS, and only for the time period Railware pled that Caltrain implemented accused EEPS, namely from after March 2022. *See, e.g.*, *id.*, ¶¶ 68 n.43, 84 n.53, 179 n.116, 266 n.170. Railware's position that it is entitled to discovery on unspecified and undefined products for an unlimited period of time is not justified and Railware's discovery standard (above) is contrary to the proportionality requirement of the Federal Rules of Civil Procedure. First, Railware, through its vague grouping of products in its Complaint, has created a scope of discovery with no recognizable boundaries. In contrast, "EEPS" is mentioned *over six-hundred times* in the Complaint. *See, e.g.*, *id.*, ¶¶ 3 n.1, 2-4, 47, 59-60, 68, 73, 75, 77, 136-138, 200-201, 206. Second, Railware's Complaint contends that the Accused Products with accused EEPS were not implemented until after the March 10, 2022 accident, limiting the relevant time period for the accused infringement and the purported damages. *See, e.g.*, *id.*, ¶¶ 68 n.43, 84 n.53, 179 n.116, 266 n.170. And, Caltrain has already received one-hundred discovery requests with an 89-word definition of "Accused Product(s)," despite Railware's "narrow" assertion above.

d. Stipulated E-Discovery Order.

The parties are negotiating, and intend to enter into, a stipulation regarding e-discovery. If the parties are not able to reach agreement, they will submit their alternative proposals to the Court for determination and entry of an Order.

e. Discovery Plan.

The parties intend to pursue discovery by serving subpoenas, taking depositions and by serving requests for production, interrogatories, and requests for admission.

i. *Document Discovery.*

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The parties agree that the presumptive limits on discovery set forth in the Federal Rules of Civil Procedure shall apply to this case unless otherwise ordered by the Court.

ii. *Interrogatories.*

The parties agree that the presumptive limits on discovery set forth in the Federal Rules of Civil Procedure shall apply to this case unless otherwise ordered by the Court.

iii. *Request for Admission.*

The parties agree that the presumptive limits on discovery set forth in the Federal Rules of Civil Procedure shall apply to this case unless otherwise ordered by the Court.

iv. *Fact Depositions*

The parties agree that the presumptive limits on discovery set forth in the Federal Rules of Civil Procedure shall apply to this case unless otherwise ordered by the Court.

v. *Protective order*. The parties are negotiating, and intend to enter into, a stipulated protective order. If the parties are not able to reach agreement, they will submit their alternative proposals to the Court for determination and entry of an Order.

Railware's Position:

Pursuant to Patent L.R. 2-2, Railware maintains that the *non-optional* provisions of this Court's Model Protective Order for Litigation Involving Patents, Highly Sensitive Confidential Information and/or Trade Secrets ("Model Protective Order") shall govern discovery unless and until the Court enters a different protective order. Railware does not believe that entry of the Model Protect Order, *in its entirety*, is appropriate at this time, as the parties are still in the process of negotiating whether the "optional" provisions of that Model Protective Order are appropriate for this case. Indeed, for example, the Model Protective Order includes several "optional" provisions which would govern, *inter alia*, the exchange of source code, terms of a prosecution bar, and availability of documents to various in-house personnel employed by each respective party. Railware believes that such "optional" provisions are best resolved through negotiations between the parties, which are ongoing. None of Caltrain's cited cases stand for the proposition that Patent L.R. 2-2, on its own, mandates the imposition of the Model Protective Order's "optional" provisions, including the optional prosecution bar, by default. It does not. *Cf. Lashify, Inc. v. Urb.*

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Dollz LLC, No. CV 22-6148-GW-AFMX, 2023 WL 4291090, at *3 (C.D. Cal. May 11, 2023) ("Additionally, Judge MacKinnon was not bound to enter the prosecution bar from the N.D. Cal. Model Protective Order given that (1) the model prosecution bar is optional . . . . ."); *Torrey Pines Logic, Inc. v. Gunwerks, LLC*, No. 19-CV-02195-H-DEB, 2020 WL 6106819, at *3, n.2 (S.D. Cal. Aug. 25, 2020) (regarding optional in house counsel language, noting that "[b]y placing the second sentence above in brackets, the Model Protective Order is expressly providing that this sentence is optional language that may be entered into the protective order upon agreement by the parties. It is not default language."). Rather, Caltrain must demonstrate "good cause" for the entry of any such "optional" provisions, including such prosecution bar. *See, e.g.*, *Withrow Networks, Inc. v. Google, LLC*, No. 24-CV-03203-PCP (VKD), 2025 WL 948120, at *2 (N.D. Cal. Mar. 28, 2025) ("This 'prosecution bar' provision is an 'optional' term in the Model Order. . . . While a 'patent acquisition bar' may be appropriate in some circumstances, the Court agrees with Withrow that Defendants have not shown good cause for a bar that applies upon an individual's access to any protected material or that encompasses such a broad scope of technologies and subject matter. Accordingly, the Court rejects Defendants' proposed section 8(b)."). Caltrain has not done so here.

Caltrain's Position:

Pursuant to Patent L.R. 2-2, all provisions of the Model Protective Order for Litigation Involving Patents, Highly Sensitive Confidential Information and/or Trade Secrets should govern discovery unless and until the Court enters a different protective order. *Elec. Scripting Prods. v. HTC*, No. 17-cv-05806, 2020 U.S. Dist. LEXIS 41442, at *5 (N.D. Cal. Mar. 10, 2020) ("Northern District's model protective order is presumptively reasonable") (citation omitted). For example, Caltrain believes the Prosecution Bar section of the Model Protective Order should be adopted consistent with this District's practice. *Avocent Huntsville v. ZPE Sys.*, No. 3:17-cv-04319, 2018 U.S. Dist. LEXIS 19531, at *4 (N.D. Cal. Feb. 5, 2018) ("Courts in this district generally do not permit litigation counsel to amend the model order's prosecution bar provisions") (citation omitted); *Elec. Scripting Prods.*, 2020 U.S. Dist. LEXIS 41442 at *5. Therefore, until this and potentially others are resolved, Caltrain respectively maintains that all provisions of the Model Protective Order should apply.

vi. *Privilege logs*. The parties agree that privileged communications and documents covered by work product protection and dated after the filing of this lawsuit on July 8, 2025 (ECF No. 1) need not be included in any privilege log.

The parties further agree that any party that withholds documents based on a joint defense or common interest, the privilege log shall indicate that those documents are withheld on that basis. The parties further agree that any inadvertent disclosure or production of document(s) shall not be deemed a waiver of, or prejudice to, any privilege or immunity with respect to such information or document(s) or of any work product doctrine or other immunity that may attach thereto, including without limitation the attorney-client privilege, the common interest privilege, and the work product doctrine, provided that the producing party notifies the receiving party in writing in a reasonable time after discovery of such inadvertent production.

The parties further agree that all privilege logs shall be completed within two weeks of the completion of fact discovery.

f. Disputes.

There are no discovery disputes at this time (apart from Caltrain's Motion to Stay Discovery (ECF No. 32)).

g. Other Issues.

i. *Expert Discovery*. The parties agree that the scope of Expert Discovery shall be defined by FED. R. CIV. P. 26.

ii. *Electronic Service*. The parties shall serve documents, including pleadings, discovery requests, deposition notices, and trial materials, on each other through e-mail, except to the extent that transmission of any such documents electronically is impractical, in which event service shall be made by hand or through overnight delivery. Service by e-mail shall be considered the same as service by hand. The parties shall serve each other with copies of all third-party discovery related materials (including but not limited to every third-party subpoena for documents and/or testimony) in a reasonable time. For electronic service to be effective, it should be served on all or substantially all counsel of record.

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9. Class Actions:

This is not a class action.

10. Related Cases:

There are no related cases before this Court.

The following cases in other jurisdictions addressed the same patents, divided below between concluded and pending:

Concluded:

District Court: (1) *Railware, Inc. v. National Railroad Passenger Corporation d/b/a Amtrak*, No. 1:22-cv-5013 (KPF) (S.D.N.Y.); (2) *Railware, Inc. v. Southeastern Pennsylvania Transportation Authority*, No. 2:24-cv-02963-JMY (E.D. Pa.); and (3) *Railware, Inc. v. Southeastern Pennsylvania Transportation Authority*, Misc. Case No. 2:24-mc-01283-MRH (W.D. Pa.).

Administrative: (1) *National Railroad Passenger Corporation d/b/a Amtrak v. Railware, Inc.*, IPR2023-01179 (P.T.A.B.); (2) *National Railroad Passenger Corporation d/b/a Amtrak v. Railware, Inc.*, IPR2023-01180 (P.T.A.B.); (3) *National Railroad Passenger Corporation d/b/a Amtrak v. Railware, Inc.*, IPR2023-01181 (P.T.A.B.).

Pending:

District Court: (1) *Railware, Inc. v. New Jersey Transit Corporation*, No. 1:24-cv-05537 (S.D.N.Y) [stayed pending the U.S. Supreme Court decision in *New Jersey Transit Corporation v. Colt*, No. 24-1113 (U.S.) (consolidated with *Galette v. New Jersey Transit Corporation*, No. 24-1021 (U.S.))].

11. Relief:

Railware's Position: Railware seeks all the relief requested in its Complaint, and any further relief that this Court deems just and proper, including, but not limited to, a finding that Caltrain has infringed each of the Asserted Patents; a finding that Caltrain's infringement of the Asserted Patents has been and continues to be willful; damages adequate to compensate Railware for such past and present infringement, but in no event less than a reasonable royalty; an accounting and supplemental damages for those acts of infringement committed by Caltrain subsequent to the

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discovery cut-off date in this action through the date the Court enters final judgment; treble damages for willful infringement of Asserted Patents as provided for by 35 U.S.C. § 284; a finding that this case is exceptional under 35 U.S.C. § 285; Railware's attorneys' fees and costs, together with pre- and post-judgment interest; a preliminary and permanent injunction enjoining each of Caltrain and any parents, subsidiaries, affiliates, officers, directors, agents, servants, employees, successors and assigns, employees or representatives, and all others in active concert or participation with any of the foregoing from any further acts of infringement, including indirect infringement the Asserted Patents; to the extent injunctive relief is not awarded, awarding Railware damages adequate to compensate Railware for Caltrain's future infringement, but in no event less than a reasonable royalty.

Caltrain's reliance on an out-of-context statement from the court in the *Railware v. Amtrak* litigation is of no bearing on the issues in this case. This quote is pulled from the transcript of one of the first hearings before the court, a dual-purpose case management conference to set a schedule for the case and pre-motion conference regarding Railware's motion to dismiss/strike portions of Amtrak's Answer/Affirmative Defenses. Railware's damages theories were not part of any of the submissions to the court, and were raised for the first time by Amtrak counsel (which is the same counsel for Caltrain in this case) at this hearing. Nevertheless, as is clear from the court stating that "I will certainly keep an open mind until I hear more from the parties," the quoted statements were very early in the life of the litigation. Indeed, at that point, the parties had not submitted any briefing, discovery, evidence, or expert testimony on any aspect of the case, let alone damages. Further, despite Amtrak counsel's attempts to limit discovery, the court rejected these overtures, and entered the case schedule without further modifications or limitations. *See* (ECF Nos. 83 & 84). Similarly, here, Caltrain's attempts to unilaterally and arbitrarily limit discovery or any issues in this case should be rejected, particularly at this stage of the case. Caltrain's use of the patented technology has saved and will continue to save Caltrain considerable reputational harm, savings, costs, benefits, and the like, including through prevention of railway field worker injury and/or death, as well as prevention of damage and/or loss of equipment and/or property, all of which are well-settled approaches to determining damages. *See, e.g., Prism Techs. LLC v. Sprint Spectrum*

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L.P., 849 F.3d 1360, 1376 (Fed. Cir. 2017) (the "requirement for valuing the patented technology can be met if the patentee adequately shows that the defendant's infringement allowed it to avoid taking a different, more costly course of action"); *Powell v. Home Depot U.S.A., Inc.*, 663 F.3d 1221, 1240-41 (Fed. Cir. 2011) ("Reliance upon estimated cost savings from use of the infringing product is a well settled method of determining a reasonable royalty."); *Slimfold Mfg. Co. v. Kinkead, Indus., Inc.*, 932 F.2d 1453, 1456 (Fed. Cir. 1991) (finding that an awarded royalty rate plus "manufacturing cost savings" realized by the infringer is a "reasonable royalty rate."); *Monsanto Co. v. McFarling*, 488 F.3d 973, 979-981 (Fed. Cir. 2007) (rejecting infringer's challenge to royalty award of $40 per bag of seed that award should have been based on patent holder's previous royalties of $6.50 per bag; the Court determined $40 per bag royalty was reasonable as, inter alia, infringer realized a cost savings of at least "$31 to $61 per bag of seed."). The Federal Circuit has regularly upheld damages awards based on cost savings and/or benefits realized by the infringer. *Id.* Caltrain's assertions to the contrary are without merit. Further, Railware's damages theories and the related discovery Caltrain is trying to arbitrarily curtail at this early stage of the case are supported by and relevant to and responsive to several of the *Georgia-Pacific* factors for determining a reasonable royalty, including, but not limited to, *Georgia-Pacific* factors 2 ("The rates paid by the licensee for the use of other patents comparable to the patent in suit."); 4 ("The licensor's established policy and marketing program to maintain his patent monopoly by not licensing others to use the invention or by granting licenses under special conditions designed to preserve that monopoly."); 5 ("The commercial relationship between the licensor and licensee, such as, whether they are competitors in the same territory in the same line of business; or whether they are inventor and promoter."); 8 ("The established profitability of the product made under the patent; its commercial success; and its current popularity."); 9 ("The utility and advantages of the patent property over the old modes or devices, if any, that had been used for working out similar results."); 10 ("The nature of the patented invention; the character of the commercial embodiment of it as owned and produced by the licensor; and the benefits to those who have used the invention."); 11 ("The extent to which the infringer has made use of the invention; and any evidence probative of the value of that use."); and 15 ("The amount that a

licensor (such as the patentee) and a licensee (such as the infringer) would have agreed upon (at the time the infringement began) if both had been reasonably and voluntarily trying to reach an agreement; that is, the amount which a prudent licensee — who desired, as a business proposition, to obtain a license to manufacture and sell a particular article embodying the patented invention — would have been willing to pay as a royalty and yet be able to make a reasonable profit and which amount would have been acceptable by a prudent patentee who was willing to grant a license."). *Georgia-Pacific v. U.S. Plywood Corp.*, 318 F. Supp. 1116, 1120 (S.D.N.Y. 1970). Accordingly, Caltrain's attempts to unilaterally and arbitrarily limit the issues in this case and any related discovery are without merit and should be rejected.

Caltrain's Position: Caltrain denies that Railware is entitled to any of the relief described in the Complaint or above. Caltrain does not infringe any claim and believes the patents are invalid. Caltrain also disagrees that it has any damages liability to Railware. Indeed, any alleged Railware damages, *e.g.*, relating to "serious injury or death to railway workers, as well as damage to equipment and/or property" (Complaint, ¶ 2) are unsupported, and related discovery should be circumscribed early in the life of this litigation to provide certainty as the Court and parties move forward. This is particularly so given the court's view below in the *Amtrak* litigation (*see supra* Section 10, *Amtrak*, No. 1:22-cv-05013-KPF) on Railware's speculative damages theory:

> MR. VOGEL [Railware's counsel]: Your Honor, it's the value of a life. You implement EEPS, it prevents deaths and –
>
> THE COURT [Judge Failla]: But on [Railware's] theory, sir, the patent, the value, you'd be unable to calculate it . . . if the idea is a prevented accident is the value of the patent, I find that difficult to believe because so many other things could have contributed to the accident other than the system that your client either did or did not patent or did patent or did or did not invent. So it's interesting, and I will certainly keep an open mind until I hear more from the parties. I just could not imagine that kind of document or that kind of figure being presented to a jury in this case. But again, I have to hear more.

See id., ECF No. 85, Feb. 23, 2024 Hearing before the Honorable Katherine Polk Failla, at 33:14-34:3. *See also id.* at 33:12-13 (monetary settlement for an accident does not guide the "spectrum" of the value of the Asserted Patents).

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Caltrain thus disagrees with Railware that the statement by Judge Failla has "no bearing on the issues of this case." Railware is asserting the same patents against Caltrain as it did in *Amtrak*. And Railware is seeking discovery in support of a damages theory that Judge Failla seriously questioned. *Id.* at 33:4-9 (". . . let's imagine that there was a $500 million settlement caused by an accident. Are you really suggesting that the value of the patent is $500 million? Because I will laugh at you if you are. The answer to that should not be 'yes,' . . ."). None of Railware's cited case law addresses the crucial point identified by Judge Failla that "other things could have contributed to the accident other than the system that [Railware] either did or did not patent or did patent or did or did not invent." *Id.* at 33:21-23. Railware even admits that other factors *did* contribute to the March 10, 2022 train collision by acknowledging that EEPS was just one of many features allegedly implemented following the accident. *See* Complaint, ¶¶ 76, 76 n.45 (naming training, fouling distance, and track/time protection).

Additionally, as discussed above, Railware has dismissed cases against two significantly larger railroads—measured by, *e.g.*, revenue and track mileage, among other metrics—than Caltrain and thus Railware will likely be limited accordingly in seeking any purported damages.

Caltrain reserves the right to seek attorneys' fees and costs pursuant to 35 U.S.C. § 285.

12. <u>Settlement and ADR:</u>

The parties have reviewed the ADR procedures in ADR L.R. 3-5. The parties have met and conferred regarding ADR pursuant to Civil L.R. 16-8 and ADR L.R. 3-5. The parties have discussed settlement, but have thus far been unable to come to an agreement on appropriate terms to resolve this dispute. The parties have filed their respective ADR Certifications (ECF Nos. 44, 45) and are prepared to discuss the timing and format of ADR, if any, at the upcoming Case Management Conference.

Caltrain's Position: Caltrain respectfully believes it would be most efficient and productive to assign a Northern District of California Magistrate Judge to conduct any settlement conferences.

13. Other References:

The parties do not believe that this case is suitable for reference to binding arbitration or a special master. Nor is reference to the Judicial Panel on MDL appropriate.

14. Narrowing of Issues:

Railware's Position: Railware is not aware of any issues that can be narrowed by agreement.

Caltrain's Position: Caltrain is not aware of any issues that can be narrowed by agreement.

15. Scheduling:

Railware's Position: Railware disagrees that discovery should be stayed in accordance to Caltrain's Motion to Stay Discovery pending Caltrain's Motion to Dismiss (ECF No. 32). The Court has rejected Caltrain's attempts to stay discovery in this case once already. (ECF Nos. 39, 40, 41). Railware will respond to Caltrain's pending Motions in accordance with the Court's order setting forth a briefing schedule (ECF No. 34). Railware contends that Caltrain is not entitled to any relief in connection with any of its currently pending Motions.

Railware respectfully requests that the Court enter the schedule proposed by Railware in the attachment hereto as **Appendix A**.

The parties have largely agreed to a proposed schedule. The only scheduling disputes remaining between the parties is: [1] whether the parties should be allowed to amend/supplement their respective contentions once, following the Court's claim construction ruling, without leave of court, [2] whether a separate line in the proposed schedule should be included for the Court's already scheduled hearing on Caltrain's Motion to Dismiss and Motion to Stay Discovery, and [3] the general length of the case schedule. As to [1] the issue regarding whether the parties should be allowed to amend/supplement their respective contentions following the Court's claim construction ruling without leave of court, Railware believes this is reasonable, proper and is in keeping with the practices of several other jurisdictions with local patent rules. It also adds predictability to the schedule, and prevents unneeded and potentially expensive motion practice, and intervention by the Court, should parties determine that amended contentions are necessary following the Court's claim construction order. As to [2] the issue regarding whether a date should

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be included in the parties' proposed schedule regarding the already scheduled hearing on Caltrain's Motion to Dismiss and Motion to Stay Discovery, Railware believes doing so is confusing and improper. The Court has already set this hearing by separate order. There is no need for a second duplicative order to be issued on this hearing date. As to [3] the length of the case schedule, the parties have largely agreed to an already extended schedule. Caltrain has proposed even further extensions, but has not explained why such further extensions from this already-extended schedule are necessary or appropriate. Despite Caltrain's assertions to the contrary, its proposed schedule pushes deadlines well beyond "one additional week," and where Caltrain does seek such relief, such relief has a cascading effect of disproportionately extending the remainder of the deadlines in Caltrain's proposed schedule. Railware believes that such further extensions from Railware's proposed schedule are not necessary or appropriate.

Caltrain's Position: The parties have largely agreed to a proposed schedule but have submitted competing schedules with certain disputes attached hereto as **Appendix A.**

The key disputes are: [1] Caltrain's position is that any amending of contentions requires leave of court *as explicitly required* in the Local Patent Rules. *See, e.g.*, LPR 3-6 ("Amendment of the Infringement Contentions or the Invalidity Contentions may be made only by order of the Court upon a timely showing of good cause"); LPR 3-8 ("A party may not amend, without leave, its identification of the categories of damages it is seeking."). In contrast, Railware seeks to freely amend without any basis; [2] Caltrain believes that the case schedule should reflect the hearing date of Caltrain's pending motions; [3] Caltrain notes that it largely followed the proposed schedule by Railware, including its infringement contentions due on February 27, 2026. For certain events, Caltrain has provided different deadlines than Railware's deadlines to provide sufficient time. For instance, Caltrain seeks *one additional week* for its LPR 3-3, 3-4 invalidity contentions and the accompanying document production.

16. Trial:

Railware's Position: Railware has requested a trial by jury. Railware estimates that the trial will take 10-14 days (excluding jury selection, opening and closing), and at this time anticipated trial time to be split equally between Railware and Caltrain.

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Caltrain's Position: Caltrain agrees to a trial by jury. Caltrain does not propose that this case proceed under the Expedited Trial Procedure of General Order 64. Caltrain estimates needing 5-7 days to try this case, subject to the outcome of discovery and dispositive motions, including summary judgment motions and *Daubert* motions.

17. Disclosure of Non-party Interested Entities or Persons:

Railware has filed its Certification of Interest Entities or Persons. *See* ECF 3. Railware does not have a parent corporation and there is no publicly held corporation that owns ten percent (10%) or more of its stock.

Caltrain has filed its Certification of Interested Entities or Persons. *See* ECF 18. Caltrain has identified the following entities as having a financial or nonfinancial interest in the subject matter of these proceedings: The City and County of San Francisco; San Mateo County Transit District; Santa Clara Valley Transportation Authority f/k/a Santa Clara County Transit District; and Westinghouse Air Brake Technologies Corporation.

18. Professional Conduct:

All attorneys of record have reviewed the Guidelines for Professional Conduct for the Northern District of California.

19. Other Matters:

Railware's Position: Railware does not believe there are any additional matters for the Court to consider at this time. Railware responds to Caltrain's issues as follows:

- Transcription of Meet and Confer: Railware disagrees with Caltrain's assertion that inclusion of a costly and unnecessary third-party transcriber would aid "in efficiency and productivity." Indeed, this unusual and unnecessary request would, *inter alia*, complicate the scheduling of meet and confers (as a third-party schedule would need to be taken into consideration), and would add unnecessary costs and burden for Railware. Railware does not agree to split costs or fees.
- Magistrate Judge for Discovery: Caltrain has not provided any justification as to why it believes assigning a Magistrate Judge to adjudicate discovery disputes is

warranted or necessary at this stage. Such a request is, at best, premature. As such, Railware disagrees at this stage that such an assignment is necessary.

Caltrain's Position: Pursuant to Patent L.R. 2-1(b), Caltrain submits the additional topics for the Court's consideration:

- Transcripts for Meet and Confers: For efficiency and productivity, Caltrain respectfully believes that any discovery dispute that necessitates a meet and confer should include a third-party transcriber, whose costs are split between the parties. Thus far, there has been divergent understanding between the parties after meet and confers.
- Magistrate Judge for Discovery: For any issues relating to discovery disputes, including, *e.g.*, the sufficiency of contentions served under the local patent rules, Caltrain respectfully believes it would be most efficient to assign a Northern District of California Magistrate Judge to adjudicate them.

DATED: November 13, 2025

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FILER'S ATTESTATION

I, Bryan J. Vogel, am the ECF user whose ID and password are being used to file this Joint Case Management Statement. In compliance with Civil Local Rule 5-1(i)(3), I hereby attest that concurrence in the filing of this document has been obtained from each of the other Signatories.

DATED: November 13, 2025

By: /s/ *Bryan J. Vogel*
Bryan J. Vogel

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Appendix A – Proposed Schedule

No:	Event:	Railware's Proposal:	Caltrain's Proposal:
1	Initial Disclosures deadline	November 6, 2025	
2	Filing of Any Agreement Reached Between the Parties Concerning ESI **Railware's Position**: The parties have exchanged proposals for a joint ESI Order, but are still far apart on a proposed form. As such, Railware believes that additional time is appropriate to allow parties the opportunities to resolve any disputes. **Caltrain's Position**: Caltrain believes the parties should meet and confer in an attempt to resolve any disputes over the proposed ESI Order and Protective Order. If no agreement after the meet and confer, the parties should file a joint letter no longer than 5 pages (single space) split evenly between the parties for their respective enclosure of the proposed ESI Order and Protective Order.	December 12, 2025	
3	Filing of Any Proposed Protective Order **Railware's Position**: The parties have exchanged proposals for a joint Protective Order, but are still far apart on a proposed form. As such, Railware believes that additional time is appropriate to allow parties the opportunities to resolve any disputes.	December 12, 2025	

No:	Event:	Railware's Proposal:	Caltrain's Proposal:
	Caltrain's Position: Caltrain believes the parties should meet and confer in an attempt to resolve any disputes over the proposed ESI Order and Protective Order. If no agreement after the meet and confer, the parties should file a joint letter no longer than 5 pages (single space) split evenly between the parties for their respective enclosure of the proposed ESI Order and Protective Order.		
4	**Caltrain's Position:** Hearing on Caltrain's Motion to Dismiss and Motion to Stay Discovery **Railware's Position:** This date has already been scheduled by Order of the Court and is unnecessary to include in a subsequent Scheduling Order.		February 19, 2026 at 9:00 AM PT
5	Deadline for Railware's Service of Disclosure of Asserted Claims and Infringement Contentions and Accompanying Document Production [LPR 3-1, 3-2]	February 27, 2026	
6	Deadline for Caltrain's Service of Invalidity Contentions and Accompanying Document Production [LPR 3-3, 3-4]	April 13, 2026	April 20, 2026
7	Deadline for Parties to Exchange Proposed Claim Terms for Construction [LPR 4-1(a)]	April 27, 2026	May 4, 2026
8	Meet and Confer regarding Proposed Terms for Construction [LPR 4-1(b)]	May 6, 2026	May 13, 2026
9	Deadline for Parties to Exchange Preliminary Constructions for Proposed Terms [LPR 4-2(a)]	May 18, 2026	May 26, 2026
10	Service of Identification of Intrinsic and Extrinsic Evidence for Claim Construction [LPR 4-2(b)]	May 18, 2026	May 26, 2026

No:	Event:	Railware's Proposal:	Caltrain's Proposal:
11	Deadline to Identify Claim Construction Experts [LPR 4-2(b)]	May 18, 2026	May 26, 2026
12	Meet and Confer regarding Joint Claim Construction and Prehearing Statement [LPR 4-2(c)]	May 29, 2026	June 5, 2026
13	Deadline for Service of Damages Contentions [LPR 3-8]	June 2, 2026	June 9, 2026
14	Deadline to file Joint Claim Construction and Prehearing Statement [LPR 4-3]	June 12, 2026	June 22, 2026
15	Service of Claim Construction Expert Reports [LPR 4-3]	June 12, 2026	June 22, 2026
16	Deadline for Service of Responsive Damages Contentions [LPR 3-9]	July 2, 2026	July 9, 2026
17	Completion of Claim Construction Discovery [LPR 4-4]	July 10, 2026	July 22, 2026
18	Opening of Claim Construction Briefs Due [LPR 4-5(a)]	July 27, 2026	August 6, 2026
19	Responsive Claim Construction Briefs Due [LPR 4-5(b)]	August 10, 2026	August 20, 2026
20	Reply Claim Construction Briefs Due [LPR 4-5(c)]	August 17, 2026	August 27, 2026
21	Deadline to Conduct Damages Contention Meeting [LPR 3-10]	August 28, 2026	September 4, 2026
22	Claim Construction Hearing and Tech Tutorial [LPR 4-6]	August 31, 2026, or as soon thereafter as the Court's schedule permits	September 10, 2026, or as soon thereafter as the Court's schedule permits
23	Deadline to Amend/Supplement Contentions without Leave of Court	30 days after service of the Court's claim construction ruling	Caltrain's position is that Amending/Supplementing Contentions *requires* Leave of Court, as expressly required per the Local Patent Rules. *See*, *e.g.*, LPR 3-6, LPR 3-8.
24	Deadline to Disclose Opinion of Counsel [LPR 3-7]	30 days after issuance of claim construction order	
25	Deadline for Service of Interrogatories	30 days before the close of fact discovery	

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No:	Event:	Railware's Proposal:	Caltrain's Proposal:
26	Deadline for Service of Requests to Admit	30 days before the close of fact discovery	
27	Close of Fact Discovery	November 6, 2026	December 4, 2026
28	Deadline for Parties to Serve Privilege Logs	Two weeks after the completion of fact discovery	
29	Deposition of Fact Witnesses Deadline	November 6, 2026	December 4, 2026
30	Designate Experts	November 13, 2026	December 18, 2026
31	Opening Expert Reports[1]	January 15, 2027	February 12, 2027
32	Rebuttal Expert Reports	March 5, 2027	April 23, 2027
33	Close of Expert Discovery	April 16, 2027	June 4, 2027
34	Submission of Summary Judgment/Dispositive Motions	90 days prior to Trial.	At the Court's Convenience
35	Submission of Motion to Exclude Expert Testimony	60 days prior to Trial.	At the Court's Convenience
36	Deadline for Pretrial Meet and Confer	21 days prior to Pretrial Conference	At the Court's Convenience
37	Submission of Joint Pretrial Statement and Order	21 days prior to Pretrial Conference	At the Court's Convenience
38	Submission of Motions *in Limine*	14 days prior to Pretrial Conference	At the Court's Convenience
39	Submission of Oppositions to Motions *in Limine*	7 days prior to Pretrial Conference	At the Court's Convenience
40	Submission of Preliminary Statement to the Jury	7 days prior to Pretrial Conference	At the Court's Convenience
41	Submission of proposed *Voir Dire* Questions	7 days prior to Pretrial Conference	At the Court's Convenience
42	Submission of proposed Jury Instructions	7 days prior to Pretrial Conference	At the Court's Convenience
43	Submission of Verdict Form	7 days prior to Pretrial Conference	At the Court's Convenience
44	Final Pretrial Conference	September 2027, or at the Court's convenience.	At the Court's Convenience
45	Submission of Trial Briefs	7 days prior to Trial	At the Court's Convenience

[1] On all issues on which a Party bears the burden of proof.

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No:	Event:	Railware's Proposal:	Caltrain's Proposal:
46	Trial	October 2027, or at the Court's convenience.	At the Court's Convenience

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