

1 Following discussion with the parties and good cause appearing, the court directed
2 the parties to engage in meaningful meet and confer and file a joint report with the court by
3 January 7, 2015, identifying procedures to ensure that discovery proceeds as efficiently and
4 promptly as possible. In the joint report, the parties should explain how and to what extent they
5 will provide for their respective experts to communicate with each other directly and to actively
6 participate in the process of seeking and producing discoverable information. The parties also
7 should explain whether they are jointly retaining a neutral expert, subject to the discovery
8 protective order in place, to assist in resolving disputes in advance of the filing of motions with
9 the court. If the parties are unable to reach agreement on discovery procedures and practices,
10 they should explain their respective positions in the joint report. Upon review of the report, if the
11 parties are unable to reach an agreement that will allow the case to move forward, the court
12 reserves the right to appoint a special master and impose its own discovery plan.

13 At the hearing, the court also reviewed the following issues raised by plaintiffs’
14 motion: redaction of students’ private information; production of documents in native format;
15 production of e-mails and correspondence; and production of a matrix. (ECF No. 64 at 2–6.)

16 Regarding redaction of students’ private information, the court hereby confirms
17 the parties’ agreement reached at hearing regarding production of data in a manner to allow
18 plaintiffs to track students, to the maximum extent feasible, wherever they are identified
19 throughout defendant’s electronic databases. Specifically, defendant agrees to assign
20 pseudonyms to students and school districts and prepare the data for production without
21 application of the “Rule of 10” and without removing any information. If plaintiffs identify any
22 discrepancies, plaintiffs will seek clarification from defendant, while recognizing that not every
23 entry in defendant’s database is associated with a student identification number and that
24 defendant may be unable to resolve discrepancies.

25 Regarding production of documents in native format, the court confirms the
26 parties’ agreement that defendant will produce any and all data and information in the format in
27 which they originally exist in defendant’s databases and defendant’s electronic storage systems.

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