

1 WHEREAS, after meeting and conferring further on the objections, Defendant has agreed to
2 produce all requested documents with her possession, custody or control, and waive objections as to
3 whether they are discoverable, but retains the right to object to their admissibility otherwise;

4 WHEREAS, Defendant has not produced all documents responsive to the discovery requests
5 as of January 26, 2016, while representing she intends to do so;

6 WHEREAS, Plaintiff has filed a motion to compel that is set to be heard on February 3,
7 2016 to secure the documents in a timely manner before the discovery cutoff of February 19, 2016;

8 WHEREAS, the Parties have conferred further regarding the production of documents and
9 remedy for Plaintiff for Defendant's non-compliance with its discovery production obligations in
10 lieu of a hearing on the filed motion to compel;

11 WHEREFORE, the Parties, by and through their respective counsel, hereby stipulate to the
12 following discovery order:

13 1. Defendant shall produce all documents requested in Plaintiff's Request for
14 Production of Documents, Set Two, Nos. 1-10, which are within her possession, custody or control
15 as of Defendant's January 22, 2016 payroll period, no later than February 5, 2016. For any
16 documents created between January 22, 2016 through February 19, 2016, Defendant shall produce
17 those documents by February 26, 2016.

18 2. Defendant is deemed to have waived all discovery objections to Plaintiff's Request
19 for Production of Documents, Set Two, Nos. 1-10. However, Defendant shall retain the ability to
20 object to the admissibility of the requested documents otherwise in this matter.

21 3. If Defendant fails to produce all responsive documents by the February 5, 2016 date
22 and/or February 26, 2016, as set forth in Paragraph 1 respectively, Defendant shall be subject to a
23 sanction in the amount of \$100.00 per calendar day for each day that they are not produced. This
24 sanction shall continue until the documents are produced, up to, and including, the time of trial.
25 The responses shall be considered produced on the day they are mailed for purposes of compliance
26 with this Order.

27 4. If Defendant fails to produce any documents as set forth in Paragraph 1, it agrees to
28 an adverse inference instruction. For those documents that contain payroll records of Defendants

1 such as time cards and pay history, the adverse inference shall be that the documents not produced
2 will be considered to have a minimum of the same violations, if any, in terms of type, frequency,
3 and duration as those documents that have been produced.

4 5. The parties agree that the prevailing party will be entitled to reasonable attorney's
5 fees and costs incurred in the event that Plaintiff attempts to enforce this Order or the sanctions
6 authorized herein.

7 6. The Court shall retain jurisdiction to resolve any dispute concerning the use of
8 information disclosed hereunder.

9
10 IT IS SO STIPULATED.

11
12 Dated: January 26, 2016

Shimoda Law Corp.

13
14
15 By: /s/ Galen T. Shimoda
16 Galen Shimoda, Esq.,
17 Justin P. Rodriguez, Esq.
Attorneys for Plaintiff

18 Dated: January 26, 2016

Wells, Small, Fleharty & Weil

19
20
21 By: /s/ Mark Vegh
22 Mark Vegh, Esq.
(As authorized on 1/26/16)
23 Attorney for Defendant

24 IT IS SO ORDERED:

25
26 Dated: February 1, 2016


27 **CRAIG M. KELLISON**
28 **UNITED STATES MAGISTRATE JUDGE**