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UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
OAKLAND DIVISION

IN RE: NATIONAL COLLEGIATE
ATHLETIC ASSOCIATION
ATHLETIC GRANT-IN-AID CAP
ANTITRUST LITIGATION

No. 4:14-md-2541-CW
No. 4:14-cv-02758-CW

[~~PROPOSED~~] STIPULATED ORDER RE:
DISCOVERY OF ELECTRONICALLY
STORED INFORMATION

This Document Relates to:

ALL ACTIONS

- Post-search error sampling and sampling/testing reports, if any.
- Potential use of computer-assisted review or predictive coding techniques.

The parties will meet and confer, prior to the application of search terms to find documents responsive to party document requests, and will review any search terms proposed and/or requested by the parties. The parties will continue to meet and confer regarding any search process issues as necessary and appropriate, including any supplemental requests to add additional search terms based on supplemental document productions by either party. This ESI protocol does not address or resolve any other objection to the scope of the parties' respective discovery requests.

6. PRODUCTION FORMATS

The parties agree that documents produced in these proceedings, whether originally stored in paper or electronic form, shall be produced in electronic form in the manner as described below. Notwithstanding the foregoing provisions of this paragraph, the Parties reserve the right to request that an alternative format or method of production be used for certain Documents. In that event, the Receiving Party and the Producing Party will meet and confer to discuss alternative production requirements, concerns, formats, or methods.

a) Document Format. Documents shall be produced according to the following formats:

i) Electronic Production of Paper Documents. Documents that are maintained in paper format shall be scanned per document and converted to a Static Image, and, except as otherwise provided below, shall be produced as black and white 1-bit TIFF images at 300 x 300 d.p.i. or greater resolution, in Group 4 compression single-page TIFFs and reflect the full and complete information contained in the original Document. Documents shall also be produced with the associated OCR, and with a load file, in accordance with paragraph 6(a)(iii), below. No Producing Party shall be required to ensure that the OCR is an exact duplicate of the contents of the TIFF image; and the Receiving Party shall

1 accept the OCR in its “as is” condition. In the event a Document is redacted, the
2 Producing Party shall withhold the redacted text for that Document.

3 ii) Electronically Stored Information. Except as provided in paragraph 6(a)(iv)
4 below, Document images shall be generated from electronic Documents in a Group 4
5 compression single-page “TIFF” image that reflects the full and complete information
6 contained on the original Document. All black and white images must be in 1-bit TIFF
7 image format and color documents, if applicable, must be in 8-bit JPG image format,
8 together with a Load File or functional equivalent specified in Paragraph 6(a)(iii) that
9 contains the metadata as set forth in Paragraph 6(h), below, and Extracted Text or
10 associated OCR or a link thereto. In the event a Document is redacted, the Producing
11 Party shall withhold the redacted text for that Document.

12 iii) File Structure. Each production shall include the following unless otherwise
13 agreed between the parties:

14 **a. Index File:**

- 15 • Each production has one index file, in .DAT file format
- 16 • The format of the DAT file should use Western European (Windows)
17 encoding.
- 18 • Standard Concordance delimiters shall be used
 - 19 ○ Comma — ASCII character 20 (¶)
 - 20 ○ Quote — ASCII character 254 (þ)
 - 21 ○ Newline — ASCII character 174 (®)
- 22 • First line must contain the column/field names (set forth in paragraph 6(h)
23 herein)
- 24 • The fields BEGINBATES, ENDBATES, TEXTPATH and NATIVELINK
25 must be present
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- Each subsequent row must contain the Metadata for one Document
- Every row must have the same number of columns/fields (empty values are acceptable)
- File should be placed in the root directory

b. OCR and Extracted Text Files (.TXT Files):

- A single text file for each Document containing all the Document's pages, in text.
- Filenames should be of the form: <Bates num>.txt, where <Bates num> is the Bates number of the first page of the Document, filenames should not contain spaces
- Text must be encoded in Western European (Windows) format
- The TEXTPATH of the OCR or Extracted Text files should be included as a field in the DAT file listed above
- Files should be placed in the *text/* subdirectory

c. Image Files:¹

- A single image for each page in each Document
- A single image per file (no multi-page image files)
- The default format should be 1-bit black and white single-page TIFF images and 24-bit color JPG images, if applicable.
- Filenames should be of the form: <Bates num>.<ext>, where <Bates num> is the BATES number of the page, and <ext> is the appropriate extension for the image format (.jpg, .tif, .png, etc.), filenames should not contain spaces
- Files should be placed in the *images/* subdirectory

¹ Not required for documents produced in Native Format.

1 **d. Native Files:**

- 2 • Native files need only be produced for (a) Microsoft Excel files, (b)
- 3 Microsoft PowerPoint files, and (c) other files that the parties may agree
- 4 should be produced natively pursuant to paragraph 6(a)(iv), below.
- 5 • Where Documents are produced in Native Format (pursuant to paragraph
- 6 6(a)(iv) below) filenames must be unique in the production, unless the
- 7 content is identical; preferably by naming files by the starting Bates
- 8 number of the associated document
- 9 • The filename of a native file must retain the file extension corresponding
- 10 to the original Native Format; for example, an Excel 2003 spreadsheet's
- 11 extension must be .xls
- 12 • Each native file filename must correspond to the NATIVELINK metadata
- 13 field in its corresponding document's row in the DAT file
- 14 • Where native files are produced pursuant to this subsection, it is
- 15 unnecessary to produce Image files, such as TIFF images, other than the
- 16 bates stamped native placeholder documents discussed below.
- 17 • Any native file text must be encoded in Western European (Windows)
- 18 format
- 19 • Native files should be placed in the *natives* subdirectory

20 iv) Native Format Documents. The parties recognize that it may be appropriate for

21 certain Documents to be produced in Native Format. Therefore, the Producing Party

22 shall produce all .XLS spreadsheets and .PPT presentations in Native Format unless there

23 is an agreement to the contrary, with bates stamped native placeholder documents

24 representing native documents for purposes of document identification and

25 confidentiality designations. The Receiving Party may also request that the Producing

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1 Party produce additional file types of electronic Documents in Native Format where the
2 converted image format distorts or causes the information to be improperly displayed, or
3 for which there is no visual representation, such as audio files. The parties will meet and
4 confer regarding such requests.

5 If a Document to be produced as a Native Format contains privileged information as
6 well as non-privileged information, it shall be produced in TIFF format with redactions
7 rather than Native Format.

8 To the extent the Producing Party wishes to establish additional procedures for the
9 protection of confidential information as defined in any applicable Protective Order
10 entered herein produced in Native Format, the Producing Party and the Receiving Party
11 shall meet and confer to establish additional procedures, to the extent necessary, for the
12 protection of the information in Native Format.

13 v) Color. Documents shall be produced in black and white in the first instance. If a
14 produced Document contains color and that color is necessary to decipher the meaning,
15 context, or content of the document, the Producing Party shall honor reasonable requests
16 for either the production of the original Document for inspection and copying or
17 production of a color image of the Document.

18 vi) Resolution of Production Issues. If Documents cannot be read because of
19 imaging or formatting problems, the Producing Party and the Receiving Party shall meet
20 and confer to attempt to resolve problem(s), to the extent the problem(s) are within the
21 Parties' control.

22 vii) Support for Experts' Opinions. Unless a Document should be produced in
23 Native Format, Documents supporting the Producing Party's experts' opinions shall be
24 produced as PDF files in color where the original Document contains color and color is
25 necessary to decipher the meaning, context or content of the document.

1 **b) Production Media.** A Producing Party shall produce Documents on such readily
2 accessible computer or electronic media as the Producing Party and the Receiving Party may
3 hereafter agree upon (the “Production Media”). Information that shall be identified on the
4 face of the Production Media shall include: (1) the production date, and (2) the
5 confidentiality notation required by the Protective Order entered in this case, if the media
6 contains Confidential Information, as defined in the Protective Order. The face of the
7 Production Media shall also contain the Bates Number range(s) of the Documents on the
8 Production Media, and where not practicable to do so, may be provided in an accompanying
9 letter. If the Producing Party encrypts or “locks” the production, the Producing Party shall
10 include with the production or in a separate letter or email an explanation of how to decrypt
11 the files. The parties agree to the following production formats: SFTP site, CD, DVD or
12 external USB hard drive, whichever results in the least number of items.

13 **c) Production of Structured Data.** To the extent a response to discovery requires
14 production of discoverable electronic information contained in a Database, in lieu of
15 producing the Database, the parties shall meet and confer to, with an understanding of which
16 fields are relevant, agree upon a set of queries to be made for discoverable information and
17 generate a report in a reasonably usable and exportable electronic file (e.g., Excel or CSV
18 format) for review by the Requesting Party or counsel. Upon review of the report(s), the
19 Requesting Party may make reasonable requests for additional information to explain the
20 Database scheme, codes, abbreviations, and different report formats or to request specific
21 data from identified fields.

22 If a Producing Party asserts that certain ESI is inaccessible or otherwise unnecessary or
23 inadvisable under the circumstances, or if the Requesting Party asserts that, following
24 production, certain ESI is not reasonably usable, the parties shall meet and confer with their
25 respective technology experts to discuss resolving such assertions. If the parties cannot
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1 resolve any such disputes after such a meet and confer has taken place, the issue shall be
2 presented to the Court for resolution.

3 **d) Document Unitization.** Paper documents scanned into Document Images shall
4 be logically unitized in a manner so as to maintain the document(s) and any attachments, as
5 they existed in their original state, if possible. For electronic documents, the relationship of
6 Documents in a Document collection (e.g., cover letter and enclosures, e-mail and
7 attachments, binder containing multiple documents, or other documents where a parent-child
8 relationship exists between the documents) shall be maintained through the scanning or
9 conversion process from Native Format to TIFF, provided however that the Parties shall only
10 be required to present one level of parent-child relationship. Document Images generated
11 from attachments to e-mails stored in Native Format shall be produced contemporaneously
12 and sequentially immediately after the parent e-mail. All hard copy Documents imaged and
13 produced electronically shall include a unitization file (“load file”) in accordance with
14 paragraph 6(a)(iii)(a).

15 **e) Duplicates.** The Producing Party may remove duplicate Documents pursuant to
16 the following limitations: removal of duplicates shall only be done on exact duplicate
17 Documents (based on MD5 or SHA-1 hash values at the Document level). As a general rule,
18 a Producing Party may de-duplicate its production within a source (custodian), or across the
19 entire production (cross-custodian/globally). With respect to hard copy documents for which
20 metadata does not exist, however, a Producing Party may only de-duplicate within a source
21 (e.g., custodian), provided however that if the Producing Party provides the custodian field
22 for metadata as requested in Exhibit B it may de-duplicate across the entire production. If a
23 Producing Party de-duplicates across the entire production (globally), the Producing Party
24 shall provide both of the following: (1) the name of each custodian possessing the de-
25 duplicated copy; and (2) the metadata indicating any BCCs on any de-duplicated emails.
26 Where any such Documents have attachments, hash values must be identical for both the
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1 document-plus-attachment (including associated metadata) as well as for any attachment
2 (including associated metadata) standing alone. Nothing in this paragraph is intended to
3 resolve a Producing Party's objections in written discovery requests on the ground that the
4 request is duplicative because the requested Documents were produced or are being produced
5 by other parties.

6 **f) Paper Documents Containing Fixed Notes.** Paper Documents that contain fixed
7 notes shall be scanned with the notes affixed, if it can be done so in a manner so as not to
8 obstruct other content on the Document. If the content of the Document is obscured by the
9 affixed notes, the Document and note shall be scanned separately.

10 **g) Bates Numbering and Other Unique Identifiers.** Each Producing Party shall
11 Bates number its production(s) as follows:

12 i) Document Images. Each page of a produced Document—except Native Files—
13 shall have a legible, unique page identifier (“Bates Number”) electronically “burned”
14 onto the image at a location that does not unreasonably obliterate, conceal, or interfere
15 with any information from the source document. The Bates Numbers shall be
16 enumerated as defined above in Definitions. The Producing Party will use a consistent
17 prefix throughout the matter unless good reason exists for using a different prefix. No
18 other legend or stamp will be placed on the Document Image other than a confidentiality
19 legend (where applicable), redactions, the Bates Number identified above, and any other
20 internal tracking number that the Producing Party may choose to use. The confidentiality
21 legend shall be “burned” onto a Document’s image at a location that does not
22 unreasonably obliterate or obscure any information from the source document.

23 ii) Native Format Documents. In the event Native Format Documents are produced,
24 in order to preserve the integrity of those Native Format Documents, no Bates Number,
25 confidentiality legend or internal tracking number should be added to the content of the
26 Native Document unless otherwise agreed between the Producing Party and the
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1 Receiving Party during any meet and confer related to confidentiality protections for
2 Native Format Documents; however, the Producing Party will provide a MD5 Hash
3 Value for each Native Format Document.

4 **h) Metadata.** The Producing Party shall produce the metadata information
5 described in Exhibit B, if available, with each production and in the format described in
6 Paragraph 6(a)(iii)(a) above. The Producing Party has no obligation or duty to fill in any
7 metadata fields or create any metadata that is not present with the original file. For each
8 Document, the Producing Party shall produce a line in the index file with the fields identified
9 in Exhibit B, where available. The field naming conventions shall be as described in
10 Exhibit B unless otherwise agreed and consistently applied across all productions.

11 **i) Compressed Files.** Compression file types (i.e., .CAB, .GZ, .TAR, .Z, .ZIP)
12 shall be decompressed in a reiterative manner to ensure that a zip within a zip is
13 decompressed into the lowest possible compression resulting in individual folders and/or
14 files.

15 **7. PHASING**

16 When a party propounds discovery requests pursuant to Fed. R. Civ. P. 34, the parties
17 agree to meet and confer regarding the phasing of the production of ESI, should such phasing be
18 appropriate.

19 **8. OBJECTIONS TO ESI PRODUCTION**

20 If either party objects to producing requested information in the formats described herein
21 on the grounds that such information is not reasonably accessible because of undue burden or
22 cost, before asserting such an objection, the responding party will inform the requesting party of
23 any format in which it is willing to produce the requested data, the nature and location of the
24 information claimed to not be reasonably accessible, the reason(s) why the requested form of
25 production would impose an undue burden or is unreasonably costly, and afford the requesting
26 party 10 business days from receipt of such notice to propose an alternative means of compliance
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1 with the request. Such proposal may include alternative cost estimates for ESI discovery
2 production, may offer a proposal for ESI discovery cost allocation, or both.

3 The parties shall meet and confer in good faith to resolve any dispute regarding a
4 proposed deviation from the provisions of this stipulation. To the extent the parties are unable to
5 resolve any such dispute, each party reserves the right to seek judicial intervention in compliance
6 with the relevant court rules and orders. Nothing in this Order negates the parties' ongoing
7 obligations to report spoliation of evidence.

8 **9. DOCUMENTS PROTECTED FROM DISCOVERY**

9 **a)** For any document withheld in its entirety or produced but redacted on the basis of
10 privilege or work product protections, the party withholding the document(s) (the
11 "Withholding Party") will produce privilege/redaction logs consistent with the requirements
12 of the Federal Rules of Civil Procedure.

13 **b)** The logs shall be in Excel format or any other format that permits electronic
14 sorting and searching, except that the parties shall have no obligation to log information
15 generated on or after March 5, 2014. When there is a chain of privileged e-mails, the
16 Withholding Party need only include one entry for the top/most recent email on the
17 privilege/redaction log for the entire e-mail chain and need not log each e-mail contained in
18 the chain separately. For each document withheld or redacted, the producing party's
19 privilege/redaction logs shall include the following information: (a) custodian or source; (b)
20 date; (c) author(s); (d) for documents produced but redacted on the ground of privilege, the
21 starting and ending Bates number; (e) recipient(s), CC(s) and BCC(s) (for e-mail and hard-
22 copy communication such as letters and internal memoranda); (f) specification of the
23 privilege claimed; and (g) a description of the document and the basis for the privilege or
24 redaction claim. Privilege/redaction logs shall be produced within 45 days of the
25 production, or another time period mutually agreed to by the parties.

1 c) Pursuant to Fed. R. Evid. 502(b), the disclosure of a communication or
2 information covered by the attorney-client privilege of work-product doctrine does not
3 operate as a waiver if (1) the disclosure is inadvertent; (2) the holder of the privilege or
4 protection takes reasonable steps to prevent disclosure; and (3) the holder promptly took
5 reasonable steps to rectify the error, including (if applicable) following Federal Rule of Civil
6 Procedure 26(b)(5)(b).

7 d) All other issues of privilege, including the production of privileged or protected
8 documents or information, shall be governed by the Protective Order entered by the Court in
9 this litigation.

10 **10. MODIFICATION**

11 This Stipulated Order may be modified by a Stipulated Order of the parties or by the
12 Court for good cause shown.

13 **11. MISCELLANEOUS**

14 This Stipulated Order is not intended to govern any protections or restrictions related to the
15 production of privileged litigation material. Any documents recalled due to a mutually-agreed
16 upon clawback provision shall have a specific protocol followed to ensure all copies of each such
17 document are appropriately removed from the review system of the opposite party.

18 **IT IS SO STIPULATED**, through Counsel of Record.

1 DATED: March 4, 2015

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