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E-Filed: June 26, 2015

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN JOSE DIVISION**

JUVENTINA MATA; CLAUDIA PADILLA;
and LESLI GUIDO on behalf of themselves
and all other similarly aggrieved employees,

Plaintiff,

vs.

MANPOWER, INC/CALIFORNIA
PENINSULA; MANPOWER US INC.;
MANPOWER INC.; MANPOWERGROUP
PUBLIC SECTOR INC.;
MANPOWERGROUP US INC.; and Does 1
through 100, inclusive,

Defendants.

Case No. 5:14-cv-03787-LHK

[Monterey County Superior Court
Case No. M127969]

**STIPULATED ORDER RE:
DISCOVERY OF ELECTRONICALLY
STORED INFORMATION**

Complaint Filed:
Notice of **Removal** Filed: 8/20/14
Trial Date: September 26, 2016

Judge: The Honorable Lucy H. Koh

1 **1. PURPOSE**

2 This Order will govern discovery of electronically stored information (“ESI”) in
3 this case as a supplement to the Federal Rules of Civil Procedure, this Court’s Guidelines for
4 the Discovery of Electronically Stored Information, and any other applicable orders and rules.

5 **2. COOPERATION**

6 The parties are aware of the importance the Court places on cooperation and
7 commit to cooperate in good faith throughout the matter consistent with this Court’s Guidelines
8 for the Discovery of ESI.

9 **3. LIAISON**

10 The parties have identified liaisons to each other who are and will be
11 knowledgeable about and responsible for discussing their respective ESI. Each e-discovery
12 liaison will be, or have access to those who are, knowledgeable about the technical aspects of e-
13 discovery, including the location, nature, accessibility, format, collection, search methodologies,
14 and production of ESI in this matter. The parties will rely on the liaisons, as needed, to confer
15 about ESI and to help resolve disputes without court intervention. Plaintiff’s liaison will be
16 Jonathan Swerdloff. Defendants’ liaison will be Steve Rasmussen. The parties reserve the right
17 to designate and/or utilize additional liaisons should the need arise.

18 **4. PRESERVATION**

19 The parties have discussed their preservation obligations and needs and agree
20 that preservation of potentially relevant ESI will be reasonable and proportionate. To reduce the
21 costs and burdens of preservation and to ensure proper ESI is preserved, the parties agree that:

- 22 a) Only ESI created or received between May 29, 2010 and the present will
23 be preserved;
- 24 b) The parties have exchanged a list of the types of ESI they believe should
25 be preserved and the custodians, or general job titles or descriptions of custodians, for whom
26 they believe ESI should be preserved. The ESI shall include information on Defendants’ Direct
27 Office, Red Carpet, Manpower.com and I-net systems, including check stubs and JD Edwards
28 information. Custodians may include Plaintiffs, as well as Defendants Human Resources and/or

1 payroll personnel, selling branch managers and/or recruiting managers. The parties shall add or
2 remove custodians as reasonably necessary;

3 c) The parties will agree on the number of custodians per party for whom
4 ESI will be preserved;

5 d) These data sources are not reasonably accessible because of undue
6 burden or cost pursuant to Fed. R. Civ. P. 26(b)(2)(B) and ESI from these sources will be
7 preserved but not searched, reviewed, or produced: The parties are not presently aware of any
8 relevant data sources that are not reasonably accessible. Defendants reserve their objections to
9 searching data sources that are not reasonably accessible because of undue burden or cost
10 should Plaintiffs contend that any such sources contain relevant information.

11 e) Among the sources of data the parties agree are not reasonably
12 accessible, the parties agree not to preserve the following: Not applicable.

13 f) In addition to the agreements above, the parties agree data from these
14 sources (a) could contain relevant information but (b) under the proportionality factors, should
15 not be preserved: Not applicable..

16 **5. SEARCH**

17 The parties agree that in responding to an initial Fed. R. Civ. P. 34 request, or
18 earlier if appropriate, they will meet and confer about methods to search ESI in order to identify
19 ESI that is subject to production in discovery and filter out ESI that is not subject to discovery.

20 **6. PRODUCTION FORMATS**

21 The parties agree to produce documents in PDF, TIFF, native and/or
22 paper or a combination thereof (check all that apply)] file formats. If particular documents
23 warrant a different format, the parties will cooperate to arrange for the mutually acceptable
24 production of such documents. The parties agree not to degrade the searchability of documents
25 as part of the document production process.

26 **7. PHASING**

27 When a party propounds discovery requests pursuant to Fed. R. Civ. P. 34, the
28 parties agree to phase the production of ESI and the initial production will be from the

1 following sources and custodians: Defendants' Direct Office, Red Carpet, Manppower.com and
2 I-net systems. Following the initial production, the parties will continue to prioritize the order of
3 subsequent productions.

4 **8. DOCUMENTS PROTECTED FROM DISCOVERY**

5 a) Pursuant to Fed. R. Evid. 502(d), the production of a privileged or work-
6 product-protected document, whether inadvertent or otherwise, is not a waiver of privilege or
7 protection from discovery in this case or in any other federal or state proceeding. For example,
8 the mere production of privileged or work-product-protected documents in this case as part of a
9 mass production is not itself a waiver in this case or in any other federal or state proceeding.

10 b) Communications involving trial counsel that post-date the filing of the
11 complaint need not be placed on a privilege log. Communications may be identified on a
12 privilege log by category, rather than individually, if appropriate.

13 **9. MODIFICATION**

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

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

17 DATED: June 25, 2015

WANGER JONES HELSLEY PC

18
19 By /s/ Patrick D. Toole

Patrick D. Toole,
Attorneys for Plaintiffs Juvetina Mata,
Claudia Padilla and Lesli Guido on behalf of
themselves, and all other similarly aggrieved
employees

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25 *Additional signatures on following page*

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DATED: June 25, 2015


OGLETREE, DEAKINS, NASH, SMOAK &
STEWART, P.C.

By /s/ J. Patrick Allen

Spencer C. Skeen,
Evan R. Moses
J. Patrick Allen
Tim L. Johnson
Attorneys for Defendant
MANPOWER, INC./CALIFORNIA
PENINSULA; MANPOWER US INC.;
MANPOWER, INC.; MANPOWERGROUP
PUBLIC SECTOR INC.;
MANPOWERGROUP US INC.

IT IS ORDERED that the foregoing Agreement is approved.

DATED: June 26, 2015



Hon. Howard R. Lloyd
United States Magistrate Judge