

United States District Court
Northern District of California

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN JOSE DIVISION

JOHN BARKER,
Plaintiff,
v.
INSIGHT GLOBAL, LLC, et al.,
Defendants.

Case No. [5:16-cv-07186-BLF](#) (HRL)

**ORDER RE DISCOVERY DISPUTE
JOINT REPORT NO. 5**

Re: Dkt. No. 105

INTRODUCTION

In Discovery Dispute Joint Report #5 (“DDJR #5”), Insight Global (“Insight”) seeks an order requiring production of certain employment compensation documentation it claims to need to support its counterclaims (a) that plaintiff Barker disclosed “confidential” compensation information to Beacon Hill about three of his former Insight colleagues (Cronin, McArthur, and Verduzco), and (b) that he violated his contractual obligations to Insight by soliciting the aforementioned 3 individuals to quit Insight and come to work for Beacon Hill. Insight propounded requests for production of documents to Barker and served subpoenas on Beacon Hill and the 3 individuals. (For convenience, Barker, Beacon Hill, as well as the 3 individual non-parties will, unless the context indicates otherwise, be jointly referred to here in the singular as “Barker.”).

1 Barker disclosed their Insight compensation to Beacon Hill. Responsive documents, if any, shall
2 be produced.

3 Insight also argues that the personnel documents of Cronin, McArthur, and Verduzco (and
4 including plaintiff Barker's as well) should be produced because they might show that Barker had
5 promised the other 3, as part of his alleged "solicitation," that Beacon Hill would cover their
6 attorney fees if they were sued for jumping ship to Beacon Hill. This "promise to pay attorney
7 fees" issue is also the subject of DDJR #1, which remains under submission. The court defers
8 ruling at this time and will do so in conjunction with its ruling on DDJR #1.

9 As for plaintiff Barker, Insight has not persuaded the court that his personnel documents
10 should be turned over, except as follows: documents that constitute, state, discuss, mention, allude
11 to, or reference: (a) whether or not he had or was or, prospectively, would solicit Cronin,
12 McArthur, or Verduzco to quit Insight and come to work for Beacon Hill, and (b) whether he
13 disclosed compensation information about the 3 to Beacon Hill. Also, on account of plaintiff
14 Barker's complaint, and not because of the counterclaim (which was the ostensible springboard for
15 DDJR #5), plaintiff Barker shall produce documents sufficient to show his complete, initial
16 compensation package from Beacon Hill. There are two reasons for this. One is because his
17 claim for wrongful termination seeks damages for lost "front pay" (future earnings), and what he
18 earned at Beacon Hill would offset any such damages. The second is because Insight has offered
19 some evidence suggesting that Beacon Hill paid to plaintiff Barker the amount of his deferred
20 compensation that Insight refused to pay him when he was fired. If this is true, it might (the court
21 offers no opinion on this) undercut his claim against Insight to recover that compensation.
22 Responsive documents will be produced.

23 Barker shall produce documents within 15 days from the filing of this order. Any
24 documents withheld on the basis of attorney-client privilege or the work product doctrine shall be
25 properly described in a privilege log. Barker shall certify that all responsive documents have been
26 produced. Except as stated in this order, Insight's request for an order to produce documents is
27
28

1 denied. No depositions will be reopened.

2 SO ORDERED.

3 Dated: October 13, 2017

4

5

6

7

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

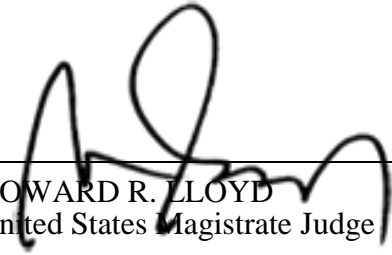
24

25

26

27

28



HOWARD R. LLOYD
United States Magistrate Judge