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6 UNITED STATES DISTRICT COURT  
7 SOUTHERN DISTRICT OF CALIFORNIA  
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9 ROBERT STEVENS, individually and on  
10 behalf of all others similarly situated,  
11 Plaintiffs,  
12 v.  
13 CORELOGIC, INC.,  
14 Defendant.

Case No.: 14cv1158 BAS (JLB)

**ORDER DENYING PLAINTIFFS' EX  
PARTE MOTION TO CONTINUE  
CLASS CERTIFICATION AND  
EXPERT REPORT DEADLINES**

[ECF No. 53]

15 Presently before the Court is Plaintiffs' ex parte Motion to Continue Class  
16 Certification and Expert Report Deadlines for Two Weeks. (ECF No. 53.) Defendant filed  
17 a Response in Opposition (ECF No. 56), and Plaintiffs filed a Reply (ECF No. 57). For  
18 the reasons set forth below, Plaintiffs' Motion is **DENIED**.

19 Plaintiffs seek to continue the class certification and expert deadlines until after the  
20 Court has addressed outstanding discovery issues,<sup>1</sup> and has ruled upon Plaintiff's June 15,  
21 2015 request to modify the Scheduling Order dates.<sup>2</sup> (ECF No. 53 at 2.) Plaintiffs assert  
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23  
24 <sup>1</sup> The Court has scheduled an informal telephonic discovery conference for July 17, 2015. (ECF No.  
52.)

25 <sup>2</sup> Plaintiffs incorrectly state that they have a pending request to modify the Scheduling Order. Judge  
26 Burkhardt's Civil Chambers Rules provide: "The dates and times set in the Case Management Conference  
27 Order will not be modified except for good cause shown in **timely filed motions**." (Section III, Paragraph  
C.) The request that Plaintiffs allude to was made in an informal joint discovery statement that was lodged  
to Judge Burkhardt's efile email address.

1 that “CoreLogic’s refusal to timely comply with its discovery obligations has made it  
2 effectively impossible for [P]laintiffs to comply with [P]laintiffs’ Monday, July 13, 2015  
3 deadline to file class certification papers and Tuesday, July 15, 2015 deadline to file initial  
4 expert reports.” (Id. at 5.)

5 In its Opposition, Defendant argues that Plaintiffs “do not explain how or why the  
6 discovery they demand is necessary for the expert reports or class certification briefing  
7 they seek to delay.” (ECF No. 56 at 2.) Furthermore, Plaintiffs have agreed to defer a  
8 number of discovery issues. “Plaintiffs cannot decide to defer discovery disputes and then  
9 contend that those discovery disputes provide a basis for delaying this case.” (Id. at 6.)  
10 Finally, Defendant maintains that Plaintiffs’ ex parte Motion is untimely and inappropriate  
11 because it “raises new discovery disputes regarding, for instance, interrogatories and  
12 document requests, about which the parties have not met and conferred.” (Id. at 7.)

13 The Court finds that Plaintiffs have failed to set forth good cause for the requested  
14 extension. Plaintiffs do not address why the requested discovery is relevant to the dates  
15 they seek to continue. While Plaintiffs argue that “CoreLogic’s refusal to timely comply  
16 with its discovery obligations has made it effectively impossible for [P]laintiffs to comply”  
17 with deadlines, Plaintiffs fail to address how the outstanding discovery relates to, or why  
18 it is necessary for, their motion for class certification or expert reports.

19 Additionally, Judge Burkhardt’s Civil Chambers Rules required that “Any motion  
20 requesting extensions should be filed **ten calendar days** in advance of the dates and  
21 deadlines at issue . . . .” (Section III, Paragraph C.) Plaintiffs’ motion was filed on July 7,  
22 2015, less than one week before the class certification deadline. (ECF No. 53.) “When [a]  
23 motion is made after time has expired, Fed. R. Civ. P. 6(b)(1)(B) requires the parties to  
24 address excusable neglect.” (Judge Burkhardt’s Civil Chambers Rules, Section III,  
25 Paragraph C.) Plaintiffs’ motion fails to address excusable neglect, nor does it  
26 acknowledge that the motion to continue is untimely. The deadlines that Plaintiffs seek to  
27 continue have been in place since January 7, 2015. (ECF No. 26.)

1 Furthermore, a number of the pending discovery disputes that Plaintiffs offer in  
2 support of their Motion to Continue, are not yet ripe for Court intervention. Plaintiffs seek  
3 to continue deadlines until after the Court has addressed the outstanding discovery disputes  
4 raised in the June 15, 2015 Joint Statement, attached hereto as Exhibit A. (ECF No. 53 at  
5 2.) Specifically, Plaintiffs point to Defendant’s “hampering and delaying communications  
6 and subpoenas to its MLS customers,” as a justification for continuing dates. (ECF No. 53  
7 at 7.) However, Plaintiffs have agreed to defer this dispute, as well as others: “The parties  
8 agree that this dispute is deferred.” (June 15, 2015 Joint Statement, Exhibit A at 9.)

9 Finally, Defendant contends that a number of discovery disputes were raised for the  
10 first time in the Joint Statement and in Plaintiffs’ ex parte Motion. (ECF No. 56 at 6.) In  
11 light of Defendant’s representation, it appears that the parties have not completed the meet  
12 and confer process as to a number of the disputes raised. Accordingly, these disputes are  
13 not properly before the Court. “The Court will not address discovery disputes until counsel  
14 have met and conferred to resolve the dispute. The Court expects strict compliance with  
15 the meet and confer requirement . . . .” (Judge Burkhardt’s Civil Chambers Rules, Section  
16 IV, Paragraph A.) The Minute Order directing the parties to lodge the Joint Statement  
17 further provided: “The Court expects that the parties have complied with Judge Burkhardt’s  
18 Civil Chambers Rules regarding the meet and confer requirements as to each discovery  
19 dispute raised in the Joint Statement.” (ECF No. 48.)

20 For the reasons set forth above, Plaintiffs’ ex parte Motion to Continue Class  
21 Certification and Expert Report Deadlines is **DENIED**.

22 **IT IS SO ORDERED.**

23 Dated: July 10, 2015

24   
25 Hon. Jill L. Burkhardt  
26 United States Magistrate Judge  
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# **EXHIBIT A**

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IN THE UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF CALIFORNIA

IN RE: MULTIPLE LISTING SERVICE  
REAL ESTATE PHOTO LITIGATION

Case No. 3:14-cv-01158-BAS-JLB

**JOINT STATEMENT REGARDING  
OUTSTANDING DISCOVERY  
DISPUTES**

Magistrate Judge: Hon. Jill L. Burkhardt

1 The parties in the above-captioned matter submit the following Joint Statement  
2 Regarding Outstanding Discovery Disputes pursuant to the Minute Order, filed June 12,  
3 2015 advising “the Court of the nature of ALL currently outstanding discovery disputes.”  
4 [ECF 48]

5 **I. PLAINTIFFS’ OUTSTANDING DISCOVERY DISPUTES WITH**  
6 **DEFENDANT CORELOGIC**

7 **A. Production of Documents CoreLogic Agreed To Produce Pursuant to**  
8 **CoreLogic’s March 9, 2015 Discovery Responses**

9 CoreLogic agreed to produce documents pursuant to CoreLogic’s discovery  
10 responses served March 9, 2015 and subsequent meet and confer discussions. A chart  
11 summarizing the documents CoreLogic agreed to produce in discovery responses is  
12 attached as **Exhibit A**, with annotations that Plaintiffs contend represent the state of  
13 CoreLogic’s production. A chart that Plaintiffs contend summarizes documents  
14 CoreLogic agreed to produce after meet and confer discussions is attached as **Exhibit B**.

15 On March 16, 2015, CoreLogic produced documents it identified as Bates  
16 CoreLogic135-11147 containing contracts between CoreLogic and MLS operators that  
17 were identified in response to Interrogatory Nos. 1 and 2 and Bates CoreLogic 1148-  
18 11541 containing contracts between MLS operators and MLS users.

19 On June 12, 2015, CoreLogic produced additional documents that it identified as  
20 containing PartnerInfoNet contracts, marketing documents for certain CoreLogic products  
21 and a spreadsheet. There is an “unexpected end of archive” error with the those files, so  
22 they could not be extracted and viewed. The error was corrected on June 15, 2015.

23 On June 15, 2015 at 3:50 pm, CoreLogic made an additional production of  
24 documents.

25 Plaintiffs request that CoreLogic complete production of these documents by  
26 **Friday, June 26, 2015 (or such other date consistent with any amended Scheduling**  
27 **Order).**

28 ***CoreLogic’s Position:*** Today is the first time Plaintiffs have proposed a date certain  
for the completion of CoreLogic’s production. CoreLogic has been producing documents

1 on a rolling basis, and has produced more than 13,000 pages of documents, as well as the  
2 many thousands of requested source-code files. Plaintiffs' charts regarding the claimed  
3 deficiencies in CoreLogic's production are not accurate; for example, they say that  
4 CoreLogic has not produced MLS rules and regulations in its possession, but CoreLogic  
5 produced those documents back in March. They say that CoreLogic has not produced  
6 sales brochures or identified product web pages, but CoreLogic did so last week. They  
7 say that CoreLogic has not identified those involved in writing MLS software code to  
8 copy or modify photos, but CoreLogic has provided its records of who wrote which pieces  
9 of the code in question as part of its source code repositories. And Plaintiffs first  
10 identified their technical problem extracting CoreLogic's June 12 document production  
11 today, June 15, at 12:21 PM; CoreLogic resolved that issue by 2:03 PM today. This is a  
12 manufactured dispute. To the extent Plaintiffs believe there are remaining deficiencies in  
13 CoreLogic's document production, they should identify those deficiencies and meet and  
14 confer regarding a date for production of those documents (or receive confirmation that no  
15 such documents exist).

16 **B. CoreLogic Partially Produced Contracts with MLS Operators In**  
17 **Response to Interrogatory Nos. 1 and 2**

18 On March 16, 2015, CoreLogic produced documents Bates CoreLogic135-11147  
19 containing contracts between CoreLogic and MLS operators that were identified in  
20 response to Interrogatory Nos. 1 and 2. Those interrogatories requested the identities of  
21 CoreLogic's MLS software customers

22 On April 21, 2015, plaintiffs sent CoreLogic's counsel a list of the MLS operators  
23 listed in those document and a list of MLS operators disclosed in CoreLogic press releases  
24 to show CoreLogic's production of contracts was incomplete.

25 Plaintiffs request that CoreLogic complete production of these documents by  
26 **Friday, June 26, 2015 (or such other date consistent with any amended Scheduling**  
27 **Order)**. In light of the partial and incomplete production of contracts by CoreLogic,  
28 plaintiffs also request that CoreLogic respond to Interrogatory No. 1 without reference to

1 Rule 33(d) by **Friday, June 26, 2015 (or such other date consistent with any amended**  
2 **Scheduling Order)** so plaintiffs can be assured that they have all agreements.

3 ***CoreLogic's Position:*** This is another attempt to manufacture a discovery dispute  
4 where none exists: Plaintiffs have never met and conferred with CoreLogic regarding this  
5 issue. If they had, they would have learned that they are mistaken in their understanding  
6 of the CoreLogic press releases they referenced in the list they sent in April. That list  
7 includes 58 MLSes listed as participating in CoreLogic's "PartnerInfoNet" arrangement.  
8 But that arrangement is not limited to those who use CoreLogic's MLS software, and thus  
9 it is no surprise that some MLSes are identified as participating in PartnerInfoNet but  
10 have no contract with CoreLogic for the use of CoreLogic's MLS software.

11 **C. Rule 30(b)(6) Deposition of CoreLogic Set for June 1, 2015**

12 On May 11, 2015, plaintiffs served their Notice of Video Deposition of Defendant  
13 CoreLogic, Inc. ("PMK Deposition") listing thirty-two (32) categories of testimony.  
14 Almost all of those deposition categories were conveyed to CoreLogic via email on April  
15 22, 2015 to facilitate discussion prior to serving the formal deposition notice.

16 The PMK Deposition was noticed to commence on June 1, 2015 in downtown San  
17 Diego. Plaintiffs explained in an email accompanying the PMK Deposition notice that  
18 "downtown San Diego [] is only about 75 miles from CoreLogic's principal place of  
19 business in Irvine and is about a 10 minute drive from the airport or about five minute  
20 walk from the train station. 'The general presumption is that a corporate designee is  
21 deposited at the corporation's principal place of business.' Avago Techs. U.S. Inc. v.  
22 IPtronics, Inc., 2012 U.S. Dist. LEXIS 159260 (N.D. Cal. Nov. 6, 2012)."

23 On May 29, 2015, CoreLogic served objections to plaintiffs' PMK Deposition, so  
24 the PMK Deposition did not go forward on June 1, 2015. [See **Exhibit C.**] On June 2,  
25 2015, the parties met and conferred regarding those objections. CoreLogic objects to  
26 producing a witness for certain deposition testimony topics or subtopics as set forth on  
27 **Exhibit D.**

28 On June 11, CoreLogic offered the following deposition dates:



1	Al McElmon	6/23/15	Greensboro, NC	Topics 1, 2, 3, 4 (technical subjects)	Technical issues relating to InnoVia
2	Alex Troy	6/30/15	Vancouver, Canada	Topic 5 (technical subjects)	Technical issues relating to Fusion, Matrix, MLXchange, and Tempo5

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4  
5 Plaintiffs request that CoreLogic designate and produce witnesses for all 32  
6 deposition topics by **Tuesday, June 30, 2015 (or such other date consistent with any  
7 amended Scheduling Order).**

8 Plaintiffs request that the PMK Deposition take place within 75 miles of  
9 CoreLogic's world headquarters in Irvine, CA. See Avago Techs. U.S. Inc, 2012 U.S.  
10 Dist. LEXIS 159260 (N.D. Cal. Nov. 6, 2012).

11 ***CoreLogic's Position: Deposition Topics.*** Plaintiffs served a fifteen-page 30(b)(6)  
12 deposition notice on CoreLogic, containing thirty-two topics for deposition—many of  
13 which contain numerous subparts, making the real number of topics more than 100,  
14 covering numerous aspects of CoreLogic's business, marketing, technology, and finances.  
15 Meanwhile, Plaintiffs have noticed zero individual depositions. The parties met and  
16 conferred telephonically regarding those topics on June 2. On that call, Plaintiffs agreed  
17 to narrow or clarify some of the topics, but said that they wished to expand or modify  
18 other topics. They sent a (somewhat cryptic) summary of the call on June 4. On June 5,  
19 counsel for CoreLogic requested that Plaintiffs provide an amended list of topics setting  
20 forth clearly what modifications, clarifications, amendments, and expansions to topics  
21 they were proposing. Plaintiffs have not provided such an amended list of topics or made  
22 any further effort to meet and confer in the intervening week. Because it is not clear what  
23 Plaintiffs are proposing, CoreLogic is not able to fully respond, except by reference to the  
24 objections it served.

25 Nevertheless, CoreLogic acknowledges that there are some topics encompassed  
26 within the 30(b)(6) notice on which Plaintiffs are entitled to testimony, and has moved  
27 forward with scheduling depositions on those topics even while the dispute regarding  
28 deposition topics is ongoing. CoreLogic offered witnesses on the key technical issues in

1 the case—the operation of the CoreLogic MLS software that is the subject of Plaintiffs’  
2 claims—on June 11. Plaintiffs have not said whether or not they plan to go forward with  
3 the depositions on the offered dates. Given that Plaintiffs have not confirmed these first  
4 two depositions, CoreLogic cannot offer further dates for other witnesses, since the  
5 scheduling of those depositions depends in part on whether the first two witnesses’  
6 depositions go forward on June 23 and June 30.

7 **Deposition Location.** Plaintiffs have chosen to serve a vast array of 30(b)(6)  
8 topics, which will necessitate testimony from a number of CoreLogic employees who  
9 work in different offices. None of CoreLogic’s operations relating to the subject matter of  
10 this case occur in this district. Some CoreLogic operations relating to the case occur at  
11 CoreLogic’s Irvine, California office, and witnesses relating to those operations (for  
12 example, the company’s finances) will be offered in Irvine, where those witnesses live  
13 and work. But the software on which Plaintiffs have chosen to focus their claims is not  
14 developed in California. Some of the software is developed in North Carolina, and  
15 CoreLogic intends to offer its witness on that software for deposition in North Carolina.  
16 Other software at issue is developed near Vancouver, Canada, and CoreLogic will offer a  
17 witness on that software in Vancouver. The relevant “place of business” of CoreLogic  
18 here is where the business operations that are the subject of each particular topic are  
19 conducted; thus, even under the default rule, they should be conducted near the CoreLogic  
20 offices in question. Plaintiffs have noticed no individual depositions and are using the  
21 30(b)(6) process as a substitute for individual depositions. There is no question that  
22 individual depositions would need to take place where the witnesses live and work;  
23 Plaintiffs should not be able to shift the burden onto Defendant by serving dozens upon  
24 dozens of 30(b)(6) topics instead of noticing individual depositions.

25 **D. Source Code Review Issues**

26 On June 9, 2015, the parties filed a Stipulation Regarding Source Code Review  
27 [ECF47] to resolve several outstanding disputes regarding review of source code  
28 produced by CoreLogic in response to discovery. The parties set a source code review on

1 **Monday, June 15, 2015** in San Francisco (CoreLogic’s counsel’s office) with plaintiffs’  
2 counsel (Joel Rothman) and their computer expert (Chuck Hedrick) flying to San  
3 Francisco.

4 **1. Reimbursement of Costs for Source Code Review in Irvine on May**  
5 **15, 2015**

6 Plaintiffs contend plaintiffs’ expert Chuck Hedrick was unable to meaningfully  
7 review CoreLogic source code when it was produced in Irvine, California on **May 15,**  
8 **2015** for the reasons set forth in the Declaration of Chuck Hedrick submitted to the court  
9 on June 4, 2015.

10 Plaintiffs expended over \$6,500 to attend this May 15, 2015 source code review  
11 consisting of \$750 to fly an IT Manager from CoreLogic’s counsels’ firm to supervise the  
12 source code review, plus over 10 hours of attorney time (\$4,500) and expert time (\$1,200)  
13 in connection with the May 15, 2015 source code review. Paragraph 5 of the Stipulation  
14 Regarding Source Code Review [ECF47] reserves plaintiffs’ right to seek reimbursement.

15 ***CoreLogic’s Position:*** There is no dispute for the Court to resolve. Plaintiffs  
16 appear to be reserving the right to raise a dispute in the future. Any difficulties  
17 experienced by Plaintiff’s expert at the first source code review result from the fact that  
18 Plaintiffs did not request that certain software tools be installed on the source code review  
19 computer, and later decided that such tools would facilitate the review. Plaintiffs  
20 requested that Defendant install those tools in advance of the second source code review,  
21 and Defendant did so.

22 **2. Production of Source Code Files Identified in CoreLogic’s**  
23 **Interrogatory Responses Nos 6-8**

24 On June 2, 2015, the parties submitted to the court Defendant Corelogic, Inc.’s  
25 Supplemental Responses And Objections to Interrogatory Nos. 6, 7, and 8 See **Exhibit E**.  
26 As more fully set forth in **Exhibit E**, CoreLogic identified and agreed to produce certain  
27 source code files in response to Interrogatory Nos. 6-8, that request information regarding  
28 the operation of CoreLogic’s MLS software.

1 Paragraph 6 of the Stipulation Regarding Source Code Review [ECF47] provides:  
2 “The parties defer their dispute regarding whether CL has sufficiently responded to  
3 Plaintiffs’ Interrogatories 6, 7 and 8, and whether CL can rely upon Fed. R. Civ. P. 33(d)  
4 in its responses to these interrogatories.”

5 Plaintiffs anticipate to be able to determine at the June 15, 2015 source code review  
6 in San Francisco whether CoreLogic may rely upon Rule 33(d) in responding to these  
7 interrogatories.

8 ***CoreLogic’s Position:*** There is no dispute for the Court to resolve. Plaintiffs  
9 appear to be reserving the right to raise a dispute in the future. CoreLogic has  
10 appropriately relied on Rule 33(d) in responding to these interrogatories, as the answer to  
11 the interrogatory may be determined by examining the source code of the CoreLogic  
12 products in question, and the burden of ascertaining the answer is substantially the same  
13 for either party.

14 **3. Production of Source Code Files Identified In Response to**  
15 **Interrogatory No. 6**

16 On May 18, 2015, pursuant to ¶9(d) of the Order Granting Joint Motion And  
17 Entering Stipulated Protective Order [ECF 42], plaintiffs requested .tiff or .pdf copies of  
18 the following “limited portions of source code that are reasonably necessary for the  
19 preparation of court filings, pleadings, expert reports, or other papers, or for deposition or  
20 trial.”

- 21 1. The files listed in DEFENDANT CORELOGIC, INC.’S  
22 SUPPLEMENTAL RESPONSES AND OBJECTIONS TO  
23 INTERROGATORY NOS. 6, 7, AND 8 IN PLAINTIFF STEVEN  
24 VANDEL’S FIRST SET OF INTERROGATORIES, namely:  
[list of files]  
25 2. The files Mr. Hedrick identified on the .txt file he saved to the C:  
26 drive of the source code review laptop that he showed to Mr.  
Weinroth.

27 Paragraph 2 of the Stipulation Regarding Source Code Review [ECF47] provides:  
28 “Portions of source code identified by Plaintiffs’ expert pursuant to the terms of the

1 Stipulated Protective Order entered at Dkt. 41 in this action (“SPO”) shall be produced  
2 with Bates numbering within three (3) days of Plaintiffs’ request unless said portions are  
3 challenged pursuant to the terms of the SPO.”

4 No Bates numbered source code files have been produced to plaintiffs. CoreLogic  
5 takes the position that plaintiffs’ expert must review each of these files identified in its  
6 interrogatory responses at the **June 15, 2015** source code review in San Francisco.

7 Plaintiffs request that all source code files designated by plaintiffs’ expert on June  
8 15, 2015 be produced in Bates format no later than **Thursday, June 18, 2015**.

9 ***CoreLogic’s Position:*** CoreLogic is producing the source files identified by Mr.  
10 Hedrick at the source code review (denominated “2” above) today, June 15, 2015. The  
11 source files denominated “1” above are not subject to production under the Protective  
12 Order, because Plaintiffs are requesting their production in lieu of inspection. That is  
13 expressly forbidden by the protective order to which the parties agreed. See ECF No. 42 ¶  
14 9(d) (“The Receiving Party may request .tiff or .pdf copies of limited portions of source  
15 code that are reasonably necessary for the preparation of court filings, pleadings, expert  
16 reports, or other papers, or for deposition or trial, **but shall not request .tiff or .pdf**  
17 **copies for the purpose of reviewing the source code in the first instance.**”) (emphasis  
18 added). If Mr. Hedrick determines, upon inspecting them, that additional files are  
19 reasonably necessary for the agreed purposes, Plaintiffs may request their production at  
20 that time. By the parties’ agreement, CoreLogic will produce the files or articulate its  
21 objection to doing so within three business days of the request.

## 22 **E. Deferred Discovery Disputes**

### 23 **1. Deferred Written Discovery**

24 The parties agreed to defer certain of plaintiffs’ discovery until after CoreLogic  
25 completes producing the documents and source code it agreed to produce. See §I.A,  
26 supra.

27 A list of the deferred written discovery is attached as **Exhibit F**.

1           **CoreLogic's Position:** This section does not identify any dispute for the Court to  
2 resolve.

3                   **2. Subpoenas to MLS Operators With Cover Letter**

4           Plaintiffs sent a blank draft subpoena to CoreLogic MLS customers on April 21,  
5 2015. See **Exhibit G**. Plaintiffs took the position that a Confidential designation on  
6 contracts produced by CoreLogic cannot prevent plaintiffs from serving subpoenas to  
7 such persons. CoreLogic took the position that the identity of its MLS customers are  
8 confidential and that plaintiffs' proposed cover letter was improper. Plaintiffs further  
9 responded that the identity of the MLS operators is available on the Internet, including  
10 many MLS operators disclosed in CoreLogic press releases. Plaintiffs also sent a draft  
11 cover letter to accompany each subpoena that had been revised after discussions with  
12 CoreLogic's counsel. See **Exhibit H**. CoreLogic took the position that the draft cover  
13 letter was improper. Plaintiffs took the position that communications with those MLS  
14 operators are fully privileged and authorized pursuant to the litigation privilege set forth in  
15 Cal. Civil Code §47.

16           Following further meet and confer, CoreLogic sent draft objections to the draft  
17 subpoena on May 25, 2015. See **Exhibit I**. On May 29, 2015, plaintiffs agreed that they  
18 will not send any letter to an MLS until the Court has ruled on the propriety of such letter  
19 and will not serve a subpoena to an MLS until the Court has ruled on the propriety of  
20 such subpoena (or until the parties have agreed that no Court intervention is necessary).  
21 The parties agree that this dispute is deferred.

22           **CoreLogic's Position:** This section does not identify any dispute for the Court to  
23 resolve.

24                   **F. Scheduling order**

25           Because of the outstanding discovery issues above, plaintiffs believe that it is  
26 appropriate to modify the Scheduling Order [ECF 26]. The current Scheduling Order  
27 provides for, inter alia:  
28

1	Class Certification Motion	7/13/15
2	Expert Reports - Initial	7/14/15
3	Expert Reports – Opposition	8/15/15
4	Discovery Cut off	9/14/15
5	Mandatory Settlement Conference	9/21/15
6	Motion Cut off	10/14/15
7		

8 Pursuant to the Joint Discovery Plan [ECF 23], the parties focused on issues that  
9 would facilitate “plaintiffs being able to make a settlement demand and move for class  
10 certification.” Id. at PDF 2. Pursuant to the Joint Discovery Plan, the parties pursued  
11 “informal settlement discussions.” Id. Plaintiffs issued a written settlement demand  
12 within insurance policy limits on April 28, 2015.

13 Pursuant to the Joint Discovery Plan: “The parties foresee that changes to the  
14 proposed discovery and scheduling dates may be necessary in light of discovery produced,  
15 settlement discussions, motion practice and court rulings on threshold issues. The parties  
16 propose periodic attorneys only telephonic court status conferences to monitor the parties’  
17 informal settlement efforts and to monitor the need for adjustments to scheduling  
18 deadlines.” Id.

19 Plaintiffs request that CoreLogic be ordered to provide dates by when CoreLogic  
20 can supply the outstanding discovery and modify the Scheduling Order dates based upon  
21 CoreLogic’s final production of the outstanding discovery. Although plaintiffs provided a  
22 spreadsheet to CoreLogic on June 15, 2015 allowing the easy re-calculation of dates in the  
23 Scheduling Order, the extended dates on the spreadsheet are not a proposal by plaintiffs  
24 for an extension to those dates. Once CoreLogic commits (or is ordered) to provide all  
25 documents and its PMK witnesses by a date certain, then the dates in the Scheduling  
26 Order can be logically extended.

27 Alternatively, plaintiffs’ counsel Darren Quinn raised the potential of: (1) extending  
28 the class certification motion deadline to a date after the completion of the PMK

1 Deposition; (2) setting a Mandatory Settlement Conference date within thirty days after  
2 the class certification ruling in light of the importance of the class certification ruling and  
3 the potential to seek appellate review of any class certification ruling; and (3) vacating all  
4 other scheduling dates until after the mandatory settlement conference. Because  
5 plaintiffs' counsel Darren Quinn first thought of this alternative at about 6:30 p.m. on  
6 June 15, 2015 in connection with finalizing this Joint Statement, neither party has had the  
7 opportunity to explore this potential alternative.

8 **CoreLogic's Position:** This is Plaintiffs' second attempt to modify the case  
9 schedule. Judge Bashant denied their first attempt in an order dated April 2, 2015, ECF  
10 No. 32. As with their first attempt, they have simply failed to meet and confer, and the  
11 request should be denied on that basis. Plaintiffs do not appear to have learned their  
12 lesson. For the first time today, Plaintiffs have provided their proposal to modify the  
13 schedule.

14 Discovery in this action closes in September. As discussed above, CoreLogic has  
15 produced virtually all of the documents that Plaintiffs seek (as narrowed through meet-  
16 and-confer). CoreLogic is moving forward with the presentation of 30(b)(6) witnesses,  
17 offering dates that Plaintiffs have not yet accepted. Plaintiffs have the information they  
18 need to move forward with the case—and if they don't, they needed to speak up sooner.  
19 There is no justification for modifying the case schedule at this stage.



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Dated: June 15, 2015

DURIE TANGRI LLP

Bv:           /s/ Joseph C. Gratz            
DARALYN J. DURIE  
JOSEPH C. GRATZ

Attorneys for Defendant  
CORELOGIC, INC.

Dated: June 15, 2015

LAW OFFICES OF DARREN  
J. QUINN

Bv:           /s/ Darren J. Quinn            
DARREN J. QUINN

Attorney for Plaintiffs

Dated: June 15, 2015

SCHNEIDER ROTHMAN  
INTELLECTUAL PROPERTY  
LAW GROUP PLLC

Bv:           /s/ Joel B. Rothman            
JOEL B. ROTHMAN

Attorney for Plaintiffs