

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  
SOUTHERN DISTRICT OF CALIFORNIA

IN RE BofI HOLDING, INC.  
SECURITIES LITIGATION

Case No.: 3:15-cv-02324-GPC-KSC

**STIPULATED ORDER  
REGARDING THE  
PRODUCTION OF  
ELECTRONICALLY STORED  
INFORMATION (ESI) AND  
HARD COPY DOCUMENTS**

This Stipulated Order Regarding the Production of Electronically Stored Information and Hard Copy Documents (“Order”) shall govern the parties in the above-captioned case.

**I. PURPOSE**

A. This Order will govern discovery of electronically stored information (“ESI”) and hard copy documents (collectively, “document” or “documents”) in this case as a supplement to the Federal Rules of Civil Procedure, and any other applicable orders and rules. Nothing in this Order is intended to expand or limit the parties’ obligations under the Federal Rules of Civil Procedure. Any disputes arising out of the production of documents subject to this Order shall be resolved

1 according to Federal Rules of Civil Procedure, Local Rule 26, and the Court's  
2 Standing Order.

3 **II. IDENTIFICATION OF DOCUMENT AND DATA SOURCES**

4 A. Parties have a continuing obligation to identify and preserve custodial  
5 and non-custodial data sources in their possession, custody, or control that may  
6 contain information relevant to this litigation. Sources of custodial or non-  
7 custodial documents and ESI may include desktop servers, computers, laptops,  
8 local hard drives, file servers, databases, SANs, NASs, email servers, web servers,  
9 any shared drives, document management systems (DMS), record management  
10 systems (RMS), content management systems (CMS),  
11 departmental/project/collaborative/shared storage spaces removable storage, email,  
12 removable storage media, on-line data storage such as Dropbox or Google Drive,  
13 and physical or hard copy files and documents.

14 B. A party claiming that ESI or any other evidence is not reasonably  
15 accessible because of undue burden or cost under Fed. R. Civ. P. 26(b)(2)(B) shall  
16 provide a list of sources, form and location of such ESI or evidence with reasons as  
17 to inaccessibility and costs. The parties agree that such inaccessible ESI or  
18 evidence shall be preserved and agree to meet and confer regarding production of  
19 documents and evidence from these sources or seek relief from the Court as  
20 needed. Parties will nonetheless exchange an index or describe the types of  
21 documents and their sources which constitute undue burden or cost to produce.

22 C. Documents and ESI from identified custodial and non-custodial data  
23 sources will be preserved during this litigation.

24 **III. SEARCH & REVIEW**

25 A. The parties agree that in responding to a Fed. R. Civ. P. 34 request,  
26 the parties shall provide a list of search terms and other parameters or methods  
27 they intend to use to harness and identify documents and other evidence for  
28

1 production. The parties may add, change or supplement these upon agreement or  
2 upon relief from the Court.

3 B. The parties will notify each other in advance if they intend to use any  
4 software, techniques or technology, such as predictive coding or technology  
5 assisted review in producing responsive documents and provide details of the  
6 software, techniques or technology and the work flow process for the same. The  
7 parties will meet and confer in advance to mutually agree about the deployment of  
8 such software, techniques or technology, the protocol and the work flow process,  
9 and in the absence of agreement, seek relief from the Court.

10 C. Prior to use, the parties must meet and confer to disclose and discuss  
11 any other proposed use of technologies not specified herein to reduce the number  
12 of documents to be reviewed or produced (*i.e.*, file type culling, e-mail thread  
13 suppression, etc.). Use of these technologies to reduce the reviewable collection or  
14 production, other than as described, requires the mutual consent of the parties and  
15 will be subject to a mutually agreeable protocol for the use of such technologies to  
16 be negotiated by the parties.

#### 17 **IV. GENERAL PRODUCTION PROVISIONS**

18 A. The parties have agreed that ESI should be produced as TIFF images  
19 and in Native format where applicable with accompanying data and image load  
20 files.

21 B. **TIFF Image Files**: The parties agree that all documents, with the  
22 exception of documents produced in Native Format, will be produced as single-  
23 page black and white Group IV TIFF image files of at least 300 dpi resolution with  
24 1 bit depth. Page size shall be 8.5 x 11 inches, unless in the reasonable judgment  
25 of the producing party, a particular item requires a different page size. Each image  
26 file will use the Bates number of the page as its unique file name. Original  
27 document orientation as displayed in the native file should be maintained in the  
28 TIFF image (*i.e.*, portrait to portrait and landscape to landscape).

1 C. **Large Documents**: Documents exceeding 2000 pages will be split up  
2 in parts of 2000 pages each. Each such split part will be bates stamped with a  
3 consecutive alphabetic suffix – e.g. XYZ1000A, XYZ1000B and so on. The  
4 metadata for these split up parts will be identical in the load files.

5 D. **Text Files**: Each document produced under this Order shall be  
6 accompanied by a single, multipage text file containing all of the text for that item,  
7 not one text file per page. Each text file shall be named to use the Bates number of  
8 the first page of the corresponding production item. The text files shall be  
9 generated by extracted text from native files and OCR text files from hard copy  
10 scanned documents as applicable. The .DAT load file shall include a link to the  
11 corresponding text file.

12 i. **OCR Text Files**: The parties will provide searchable OCR text  
13 of any paper documents, including spreadsheets maintained in paper form that  
14 were scanned or otherwise converted into electronic form prior to the time the  
15 documents are first produced in this litigation. The parties acknowledge, however,  
16 that not all documents such as photographs and documents with handwritten notes  
17 may lend themselves to the generation of accurate OCR. OCR software should be  
18 set to the highest quality setting during processing. Documents containing foreign  
19 language text will be OCR'ed using the appropriate settings for that language.  
20 Setting such as “auto-skewing” and “auto-rotation” should be turned on during the  
21 OCR process.

22 ii. **Extracted Text Files from ESI**: The parties shall extract the  
23 text of each ESI item directly from the ESI native file. For contacts and calendars  
24 collected and/or processed after the execution date of this Order, fields should be  
25 extracted and produced as text.

26 iii. **OCR Text for Redacted Documents**: The parties will provide  
27 searchable OCR text for any redacted files.  
28

1           E.     **Bates Numbering:**

2           i.     Each TIFF image produced under this Order should be assigned  
3 a Bates number that must: (1) be unique across the entire document production;  
4 (2) maintain a constant length of nine numeric digits (including 0-padding) across  
5 the entire production; (3) contain only alphanumeric characters, no special  
6 characters or embedded spaces; and (4) be sequential within a given document.

7 The producing party will identify the Bates number range of each production in a  
8 cover letter or production log accompanying the production. If a producing party  
9 skips a Bates number or set of Bates numbers in a production, the producing party  
10 will identify and note the gap in the cover letter or production log accompanying  
11 the production.

12           ii.    The producing party will brand all TIFF images in the lower  
13 right-hand corner with its corresponding Bates number, using a consistent font  
14 type and size. If the receiving party believes that a Bates number obscures the  
15 content of a document, then the receiving party may request that the document be  
16 produced with the Bates number in a different position.

17           iii.   Where a requesting party seeks re-production of a set of  
18 documents produced in a prior litigation or any other proceeding, or where a prior  
19 production of documents or ESI by a party in a prior litigation or any other  
20 proceeding is the only reasonably accessible source of those documents or ESI to  
21 be produced by a party in this litigation, the producing party may re-produce such  
22 documents in the manner in which they were produced in the prior case, including  
23 all objective coding or metadata fields required by this protocol to the extent  
24 reasonably available to the producing party as part of the productions set. For any  
25 such re-production in accordance with this Paragraph, the producing party is not  
26 obligated to re-format the prior production in accordance with the production  
27 specifications in this ESI Order, but must provide Bates numbering and  
28 confidentiality designations specific to this litigation.

1 F. **Parent-Child Relationships**: Parent-child relationships for all  
2 embedded ESI documents (*e.g.*, the association between an attachment and its  
3 parent email), must be preserved by assigning sequential Bates numbers to all  
4 items within the parent-child group, and identifying those Bates numbers in the  
5 relevant ESI metadata and coding fields specified in Appendix 2. For example, if  
6 a party is producing an email with embedded attachments, the attachments must be  
7 processed and assigned Bates numbers in sequential order, following consecutively  
8 behind the parent email.

9 G. **Color Documents**: If an original ESI document contains color text,  
10 markings or graphics, and the receiving party believes it is necessary to view such  
11 document in its original color to understand its full meaning or content, then the  
12 receiving party may request that the ESI document be produced in color format.  
13 The producing party shall then reproduce such document(s) and/or ESI in color  
14 JPEG format, or in native format. This section applies particularly to documents  
15 that are produced as TIFF images.

16 H. **Confidentiality Designations**: If a particular document has a  
17 confidentiality designation, the designation shall be stamped on the face of all  
18 TIFF images pertaining to such document, in the lower left-hand corner of the  
19 document, or as close thereto as possible while preserving the underlying image.  
20 If the receiving party believes that a confidentiality designation obscures the  
21 content of a document, then the receiving party may request that the document be  
22 produced with the confidentiality designation in a different position. No party may  
23 attach to any filing or any correspondence addressed to the Court (including the  
24 Magistrate Judge), or any adverse or third party, or submit as an exhibit at a  
25 deposition or any other judicial proceeding, a copy (whether electronic or  
26 otherwise) of any native format document produced by any party without ensuring  
27 that the corresponding Bates number and confidentiality legend, as designated by  
28 the producing party, appears on the document. For each document that is marked

1 confidential, a Confidentiality field will be populated with the word “Confidential”  
2 in the .dat file.

3 I. **Load Files**: All productions will be provided with data load files and  
4 image load files as detailed in Appendix 1. The data load file should be in  
5 standard Concordance format (.DAT). The image load file must be in standard  
6 Option (.OPT) format and must reference each TIFF file in the corresponding  
7 production, and the total number of TIFF files referenced in the load file must  
8 match the total number of image files in the production. The total number of  
9 documents referenced in a production’s data load file should match the total  
10 number of designated document breaks in the corresponding image load file for  
11 that production. In any deliverable volume, documents should be organized in  
12 such a way that each folder in the volume contains 1000 files (each TIFF page or  
13 native file is a single file) is one file per folder.

14 **V. PRODUCTION OF HARD COPY DOCUMENTS**

15 A. All hard copy documents will be scanned as described in Section IV.B  
16 above and produced in electronic form. Where necessary and practicable, hard  
17 copy documents in color will be scanned in color to ensure full information is  
18 communicated in the scanned copy. Scanned color documents will be provided in  
19 JPG file format.

20 B. Unitization of Paper Documents: To the extent practicable, hard copy  
21 documents shall be produced in the manner in which those Documents were kept  
22 in the ordinary course of business, and shall be unitized using logical document  
23 determinations (“LDD”).

24 C. Identification: Where a document or group of documents has an  
25 identification spine, “post-it note,” or any other label, the information on the label  
26 shall be scanned and produced to the extent practicable.

27 D. Custodian Identification: The parties will utilize reasonable best  
28 efforts to ensure that paper records for a particular custodian or department level

1 custodian, which are included in a single production, are produced in consecutive  
2 Bates stamp order.

3 E. Metadata: The metadata associated with each hard copy document  
4 need only identify the Bates number, the custodian associated with that hard copy  
5 document, and any Confidential Designation or Redaction applied to that  
6 document.

## 7 **VI. PRODUCTION OF “ESI”**

8 A. **De-NISTING and System Files:** ESI productions shall be de-  
9 NISTed using the industry standard list of such files maintained in the National  
10 Software Reference Library by the National Institute of Standards & Technology.  
11 De-NISTED files need not be produced. The parties may mutually agree upon any  
12 additional file types that can be excluded from review and production. A  
13 producing party shall identify any additional standard, readable, and reviewable  
14 file types which have been excluded from its document review population for any  
15 production made following the date of this Order, and will utilize reasonable best  
16 efforts to do the same with respect to any productions made prior to the date of this  
17 Order.

18 If a party excludes from review a standard, readable, and reviewable file type  
19 not within the industry standard, that party must disclose such an exclusion to the  
20 other parties.

### 21 B. **Native Files:**

22 Certain files types, such as PDF files, presentation-application files (e.g., MS  
23 PowerPoint), spreadsheet-application files (e.g., MS Excel, .csv), photographs, and  
24 multimedia audio/visual files such as voice and video recordings (e.g., .wav, .mpeg,  
25 and .avi), shall be produced in native format, except where production in native  
26 format would reveal privileged or otherwise protected information. For files  
27 produced in native format, the producing party shall provide a single-page TIFF  
28 slipsheet with the applicable Bates stamp indicating that a native item was produced.



1 The corresponding load (.DAT) file shall include a NativeFilelink which provides the  
2 relative path linking information for each native file that is produced. In addition, the  
3 confidentiality designation will be indicated in the name of the native and text file  
4 where reasonably feasible.

5 C. **Metadata Fields and Processing:**

6 i. ESI shall be processed in a manner that preserves the source  
7 native file and all metadata without modification, including their existing time,  
8 date, and time-zone metadata consistent with the requirements provided in this  
9 Order. Time-zone metadata shall be processed and standardized to Pacific  
10 Standard Time Zone (PST).

11 ii. **Hidden text:** ESI shall be processed, to the extent practicable,  
12 in a manner that preserves hidden columns or rows, hidden text, notes, or  
13 worksheets, speaker notes, tracked changes, redlines and comments. Upon  
14 request, a producing party will produce files with any such information in native  
15 format.

16 iii. **Compressed Files and Encrypted Files:** Compressed file  
17 types (i.e., .CAB, .GZ, .TAR .Z, .ZIP) shall be decompressed in a reiterative  
18 manner to ensure that a zip within a zip is decompressed into the lowest possible  
19 compression resulting in individual files. The Producing Party will take  
20 reasonable steps, prior to production, to unencrypt any discoverable electronically  
21 stored information that exists in encrypted format (e.g., because password-  
22 protected) and that can be reasonably unencrypted.

23 iv. **Metadata and Coded Fields:** ESI items shall be produced  
24 with all of the metadata and coding fields set forth in Appendix 2.

25 D. This Order does not create any obligation to create or manually code  
26 fields that are not automatically generated by the processing of the ESI, or that do  
27 not exist as part of the original metadata of the document; provided, however, that  
28 the producing party must populate, where possible, the (a) BegBates, (b) EndBates,

1 (c) BegAttach, (d) EndAttach, (e) Custodian, (f) NativeFileLink fields, if  
2 applicable, (g) TextPath, (h) Redaction status, and (i) Confidentiality designation.  
3 These fields should be populated for all produced ESI, as well as paper documents  
4 converted to electronic form, regardless of whether the fields can be populated  
5 pursuant to an automated process.

6 **VII. Databases, Structured, Aggregated or Application Data**

7 A. The parties will meet and confer to address the production and  
8 production format of any responsive data contained in a database or other  
9 structured or aggregated data source or otherwise maintained by an application.  
10 To the extent there are any dynamic databases (*e.g.*, SQL and SAP) for which  
11 document extraction would be substantially burdensome and/or the extracted  
12 format is not usable, the parties will meet and confer to discuss to determine the  
13 most reasonable form of production based on the specific circumstances. If one or  
14 more other formats of electronically-stored information come to light that due to  
15 their complex nature may not be appropriate for production as TIFF images or as  
16 Native files, the parties will meet and confer in good faith to discuss a mutually  
17 agreeable production format or formats. Prior to any such meet and confer, a party  
18 will provide sufficient information to enable the other party to evaluate the best  
19 method and format of production, including such information as the database or  
20 data store name, business purpose, database or data source owner, database  
21 schema, tables, column/field definitions, standard reports, export capabilities, and  
22 administrator, programmer and user manuals. If the parties cannot reach  
23 agreement, the matter will be decided by the Court or its designee.

24 B. **Proprietary or Special Software.** To the extent that relevant ESI  
25 cannot be rendered or reviewed without the use of proprietary or special software,  
26 the parties shall meet and confer to minimize any expense or burden associated  
27 with the production of such documents in an acceptable format, including issues as  
28

1 may arise with respect to obtaining access to any such software and operating  
2 manuals.

3 **VIII. Responsiveness, Privilege & Redactions.**

4 A. The parties agree that if any document (*e.g.*, an e-mail) is responsive  
5 to a document request, all attachments to that document shall be deemed  
6 responsive to that request. Likewise, if any attachment to a document is  
7 responsive to a document request, all portions of the document to which it is  
8 attached and all other attachments to that document shall be deemed responsive to  
9 that request.

10 B. To the extent that a party reasonably determines that one or more  
11 responsive documents, or a portion or portions thereof, are not discoverable  
12 because they are subject to the attorney-client communication privilege, the work  
13 product doctrine, or otherwise not discoverable on the basis of a recognized  
14 privilege or protection, the party shall produce a privilege log consistent with all  
15 relevant orders of the Court and the requirements set forth in Section IX of  
16 Magistrate Judge Crawford's Chambers' Rules for Civil Pretrial Procedures. For  
17 redacted documents where there is more than one redaction, the redactions shall be  
18 addressed on the log together, unless the grounds for redaction are different, in  
19 which case each redaction shall be addressed in the log with sufficient information  
20 to allow a party to understand the basis for the redactions. The parties agree that  
21 communications with their outside counsel relating to the following actions need  
22 not be listed in the log: (1) *In re BofI Holding, Inc. Securities Litigation*, 3:15-cv-  
23 02324-GPC-KSC (S.D. Cal. filed Oct. 15, 2015); (2) *Charles Matthew Erhart v.*  
24 *BofI Holding Inc.*, 3:15-cv-02287-BAS-NLS (S.D. Cal. filed Oct. 13, 2015); (3)  
25 *BofI Federal Bank v. Charles Matthew Erhart*, 3:15-cv-02353-BAS-NLS (S.D.  
26 Cal. filed Oct. 19, 2015); (4) *BofI Federal Bank v. Pamela Erhart*, 2016-CV-  
27 000008 (Kansas State Court filed Jan. 22, 2016); (5) *BofI Federal Bank v. Sofia*  
28 *Cornell*, 37-2016-16599-CU-NP-CTL (San Diego Super. Ct. filed May 17, 2016);

1 and (6) *Garrabrants v. Charles Matthew Erhart*, 37-2017-39440-CU-NP-CTL  
2 (San Diego Super. Ct. filed Oct. 20, 2017).

3 C. **Redactions:**

4 The parties agree that where ESI items need to be redacted, they shall be  
5 produced solely in TIFF format with each redaction clearly indicated. Any unaffected  
6 data fields shall be provided. The redaction of any material for privilege or other  
7 reason shall be governed by provisions contained in the Protective Order entered in  
8 this action. The Producing Party shall either produce the redacted file in the  
9 reasonably useable form or shall produce the redacted copy in native format.  
10 Documents that are to be produced in native format, but that require redactions may  
11 be produced as TIFF images with the relevant portions redacted, or if a TIFF image  
12 production is not practicable (e.g., the file is a video or very large spreadsheet), the  
13 producing party may produce a copy of the native file with the relevant portions  
14 replaced with “REDACTED,” a black redaction box, or a similar mark. If  
15 modification of a native file is required for redaction purposes, metadata information  
16 associated with that file should remain unchanged, unless it also requires redaction.  
17 For each document that is redacted, a Redaction field will be populated with the word  
18 “REDACTED” in the .DAT file.

19 If the items redacted and partially withheld from production are PowerPoint-  
20 type presentation decks or Excel-type spreadsheets as addressed herein and the native  
21 items are also withheld, the entire ESI item must be produced in TIFF format,  
22 including unprivileged pages, hidden fields and other information that does not print  
23 when opened as last saved by the custodian or end-user. For Excel and PowerPoint  
24 type files, the following printing options shall be enabled:

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

<b>Excel Print to TIFF Options</b>
<ul style="list-style-type: none"><li>• Unhide columns and rows</li><li>• Unhide worksheets</li><li>• Autofit columns and rows, settings to be over by columns first and, then down by rows</li><li>• Wrap text</li><li>• Print gridlines</li><li>• Do not apply Autofilter</li><li>• Display headings</li><li>• Display comments</li><li>• Header and Footer filename field handling: Show field code</li></ul>
<b>PowerPoint Print to TIFF Options</b>
<ul style="list-style-type: none"><li>• Print notes pages</li><li>• Print hidden slides</li><li>• Print comments</li></ul>

The producing party shall also make reasonable efforts to ensure that any spreadsheets produced only as TIFF images because of redactions are formatted so as to be legible. If the items redacted and partially withheld from production are audio/visual files, the producing party shall provide the unredacted portions of the content. If the content is a voice or audio recording, the parties shall meet and confer to discuss the appropriate manner for the producing party to produce the unredacted portion of the content. For redacted items which were originally ESI, all metadata fields will be provided and will include all non-redacted data. A document's status as redacted does not relieve the producing party from providing all of the metadata required herein.

**D. De-duplication:**

The producing party need only produce a single copy of a particular ESI item, and may de-duplicate ESI vertically by custodian, or horizontally (globally) across the population of records. Duplicates shall be identified by using industry standard MD5 or SHA-1 hash values only to create and compare hash values for exact matches at the document level only. The resulting hash value for each item shall be reflected in the

1 .DAT load file in the HashValue field specified in Appendix 2. If a producing party  
2 elects to de-duplicate horizontally, the producing party shall identify custodians who  
3 were in possession of a de-duplicated document in the CustodianOther metadata field  
4 specified in Appendix 2. This means that the field “CustodianOther” will be  
5 populated showing all custodians who had a copy of the same document which is not  
6 being produced because of de-duplication. De-duplication shall not break apart  
7 families and shall be performed at a family level. A document and all other  
8 documents in its attachment range, emails with attachments and files with extracted  
9 embedded OLE documents all constitute family groups. If any member of a family  
10 group is produced, all members of that group must be also be produced or else logged  
11 as privileged and no such member shall be withheld from production as a duplicate.  
12 The producing party agrees that the presence of a custodian’s name contained in  
13 “CustodianOther” field in the metadata for a particular document is evidence that the  
14 custodian possessed that document in his/her custodial file. No document that is the  
15 parent or an attachment of a produced document may be withheld as a duplicate.

16 **IX. MISCELLANEOUS PROVISIONS**

17 A. **Objections Preserved:** Nothing in this Order shall be interpreted to  
18 require disclosure of either irrelevant information or relevant information protected  
19 by the attorney-client privilege, work-product doctrine, or any other applicable  
20 privilege or immunity. Except as provided expressly herein, the parties do not  
21 waive any objections as to the production, discoverability, authenticity,  
22 admissibility, or confidentiality of documents and ESI.

23 i. **Modifications:** Recognizing that each producing party may  
24 experience production issues due to, among other things, individual and/or  
25 proprietary electronic mail or other data systems that may not be fully compatible  
26 with the technical specifications set forth herein, any practice or procedure set  
27 forth herein may be varied by agreement of the parties, confirmed in writing, to  
28 accommodate such issues and/or where such variance is deemed appropriate to

1 facilitate the timely and economical production of documents or ESI. No party  
2 shall unreasonably object to any such variance.

3 ii. **Cost Allocation**: The parties agree to bear their own costs  
4 relating to the production, storage, and maintenance of ESI as provided in this  
5 Order. However, if a party claims that ESI or any other evidence is not reasonably  
6 accessible because of undue burden, pursuant to Section II.C., *supra*, the parties  
7 shall meet and confer regarding cost allocation, and may seek relief from the Court  
8 as needed.

9 iii. **Lost or Destroyed Documents**: If a Producing Party learns  
10 that responsive ESI that once existed was lost, destroyed, or is no longer  
11 retrievable as a result of acts or circumstances not occurring in the ordinary course  
12 of business or not occurring in accordance with the Party's document retention  
13 policies, the Producing Party shall comply with its obligations under the Federal  
14 Rules of Civil Procedure to explain where and when the responsive ESI was last  
15 retrievable in its original format and to disclose the circumstances surrounding the  
16 change in status of that responsive ESI, whether that information is available from  
17 other sources, and whether any backup or copy of such original responsive ESI  
18 exists. Nothing in this paragraph is intended to expand or limit the obligations  
19 under the Federal Rules of Civil Procedure.

20 B. **Hard Copy Document Storage**. During the pendency of this  
21 litigation, the parties shall make reasonable efforts to preserve the originals of all  
22 hard copy documents produced to the opposing parties and, in particular, to  
23 preserve the originals of all notebooks or other handwritten documents as to which  
24 there may be issues of legibility of all or any part of the production copy. Each  
25 party reserves the right to request to inspect such original documents of the  
26 opposing party or parties, which request shall not be unreasonably denied. If such  
27 request to inspect is denied, the party may seek relief from the Court.  
28

1 C. **Reproduction as Natives**. The parties agree that to the extent any  
2 party seeks production in native format of specifically identified ESI produced  
3 originally in TIFF form for good cause shown, the producing party shall respond  
4 reasonably and in good faith to any such request.

5 D. **Load File Specifications**. The parties agree that all load files  
6 associated with any production by any party shall conform to the Concordance  
7 standard load files (.DAT) and Opticon Standard image load files (.OPT) per  
8 examples set forth in Appendix 1 below.

9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28



1 **Appendix 1: Production Delivery Requirements**

2 **Image Load Files**

- 3 • Image load (cross-reference) files should be produced in Concordance  
4 Image (Opticon) format.
- 5 • The name of the image load file should mirror the name of the delivery  
6 volume, and should have the appropriate extension (e.g.,  
7 ABC001.OPT).
- 8 • The volume names should be consecutive (e.g., ABC001, ABC002, et  
9 seq.).
- 10 • There should be one row in the load file for every TIFF image in the  
11 production.
- 12 • Every image in the delivery volume should be cross-referenced in the  
13 image load file.
- 14 • The imageID key should be named the same as the Bates number of the  
15 page.
- 16 • Load files should not span across media (e.g., CDs, DVDs, hard drives,  
17 etc.), i.e., a separate volume should be created for each piece of media  
delivered.
- 18 • Files that are the first page of a logical document should include a “Y”  
where appropriate.
- 19 • Subsequent pages of all documents (regular document, email, or  
attachment) should include a blank in the appropriate position.

20 **Sample Concordance/Opticon Image (.OPT) Load File:**

21 MSC000001,MSC001,D:\IMAGES\001\MSC000001.TIF,Y,,3

22 MSC000002,MSC001,D:\IMAGES\001\MSC000002.TIF,,,,

23 MSC000003,MSC001,D:\IMAGES\001\MSC000003.TIF,,,,

24 MSC000004,MSC001,D:\IMAGES\001\MSC000004.TIF,Y,,2

25 MSC000005,MSC001,D:\IMAGES\001\MSC000005.TIF,,,,

26 **Concordance Data Load Files:**

- 27 • Data load files should be produced in Concordance .DAT format.
- 28 • The data load file should use standard Concordance delimiters:
- Comma - ¶ (ASCII 20);
- Quote - þ (ASCII 254);

- 1 • Newline - ® (ASCII174).
- 2 • The first line of the .DAT file should contain the field names arranged
- 3 in the same order as the data is arranged in subsequent lines.
- 4 • All date fields should be produced in mm/dd/yyyy format, if possible.
- 5 • All attachments should sequentially follow the parent document/email.
- 6 • Use carriage-return to indicate the start of the next record.
- 7 • The name of the data load file should mirror the name of the delivery
- 8 volume, and should have a .DAT extension (*e.g.*, ABC001.DAT).
- 9 • The volume names should be consecutive (*e.g.*, ABC001, ABC002, et

10 Sample Concordance .DAT Load File:

11 BegBatesEndBatesBegAttachEndAttachPgCountCustodian

12 Sample Native file link/path:

13 The .DAT file shall contain a relative path to the corresponding Native file:

14 PROD001\Natives\001\ABC00015.xls

15 OCR/Extracted Text Files

16 OCR or Extracted Text files shall be provided in a separate directory

17 containing document level text files. The .DAT file shall contain a relative

18 path to the corresponding text file. OCR or Extracted text itself should not

19 be included in the .DAT file:

20 PROD001\TEXT\001\ABC00015.txt

21

22

23

24

25

26

27

28

## **Appendix 2: ESI Metadata and Coding Fields**

The chart below describes the metadata fields to be produced, where reasonably available, in generic, commonly used terms which the producing party is to adapt to the specific types of ESI it is producing, to the extent such metadata fields exist associated with the original electronic documents and are automatically generated as part of the electronic data discovery process. Any ambiguity about a metadata field should be discussed with the receiving party prior to processing the subject ESI for production.

<b>Field Name</b>	<b>Field Description</b>
BegBates	First Bates number (production number) of an item
EndBates	Last Bates number (production number) of an item (**this field should be populated for single-page items).
AttachName	File name of the attachment, with any attachments separated by semi-colon.
BegAttach/Group ID	First Bates number of family group.
EndAttach	Last Bates number of attachment range ( <i>i.e.</i> , Bates number of the last page of the last attachment)
PgCount	Number of pages in the item
Custodian	Name of person or source from whose/which files the item is produced
All Custodian	Name of the person(s), in addition to the Custodian, from whose files the item would have been produced if it had not been de-duplicated
FileSize	Size (in kilobytes) of the source native file

Field Name	Field Description
SourceFilePath <sup>1</sup>	The directory structure or path where the original file was stored on the party's source computer system, ending in the filename. Any container name (such as ZIP or PST containers) is included in the path.
HashValue	The MD5 or SHA-1 or IntMsgID hash value of the item.
NativeFileLink	Relative path for documents provided in native format only. **The linked file must be named per the BegBates value.
SourceParty	Name or entity of party producing the item
RecordType	Indicates item type (e.g., email, edoc, attachment)
FileType	(e.g., Outlook, Adobe Acrobat, MS Word, etc.)
FileExtension	Indicates file extension of the file e.g., .docx, .pptx
DateSent (mm/dd/yyyy)	Date email or calendar item was sent
TimeSent (hh:mmAM/PM)	Time email or calendar item was sent (Date and Time fields may be combined)
DateReceived	Date email or calendar item was received
TimeReceived	Time email or calendar item was received (Date and Time fields may be combined)

<sup>1</sup> This field may be excluded if the producing party determines it includes information protected by any applicable privilege or immunity.

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

Field Name	Field Description
Parent_Date	<p>The date associated with a family’s parent record, which is assigned as follows:</p> <p>Emails populated with 1st occurrence: <b>DateSent</b> or <b>DateReceived</b> or <b>LastModDate</b></p> <p>Email Attachments populated with Parent Email’s date from above</p> <p>Outlook Appointments populated with 1st occurrence: <b>StartDate</b> or <b>LastModDate</b></p> <p>Loose Edocs populated with 1st occurrence: <b>LastModDate</b> or <b>DateCreated</b></p>
To	The names and/or SMTP email addresses of all recipients that were included on the “To” line of the email or calendar item
From	The name and/or SMTP email address of the sender of the email or calendar item
CC	The names and/or SMTP email addresses of all recipients that were included on the “CC” line of the email or calendar item
BCC	The names and/or SMTP email addresses of all recipients that were included on the “BCC” line of the email or calendar item
Number of Attachments	Number of attached, embedded or grouped items
DateCreated (mm/dd/yyyy)	Date the item was created
TimeCreated (hh:mm AM/PM)	Time the item was created (Date and Time fields may be combined)
ModifiedBy	Person who last modified or saved the item, as populated in the metadata or document properties of the native file

Field Name	Field Description
LastModDate (mm/dd/yyyy)	Date the item was last modified
LastModTime (hh:mm AM/PM)	Time the item was last modified
Date Last Printed	Date the document was last printed
FileName	The filename of the source native file for an ESI item
Title	Any value populated in the Title field of the source file metadata or item properties
Subject/E-Mail Subject	Any value populated in the Subject field of the source file metadata or document properties (e.g., subject line of email or calendar item)
Author	Creator of the document; any value populated in the Author field of the source file metadata or document properties
TextPath	Full relative path to the location of the document-level text file.
Redacted	User-generated field that will indicate redactions. With the word "REDACTED". Otherwise, blank.
Confidentiality	User-generated field that will indicate confidentiality. With the word "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL" or "ATTORNEYS EYES ONLY" as applicable. Otherwise, blank.

Pursuant to stipulation, **IT IS SO ORDERED.**

Dated: May 11, 2021



Hon. Karen S. Crawford  
United States Magistrate Judge