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16 *Attorneys for Defendant Yahoo! Inc.*

17  
18 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
19 FOR THE COUNTY OF ORANGE

20 COORDINATION PROCEEDING  
SPECIAL TITLE [RULE 3.550]

21 **YAHOO! INC. PRIVATE**  
22 **INFORMATION DISCLOSURE CASES**

23  
24 THIS DOCUMENT RELATES TO:

25 *All Cases*

JUDICIAL COUNCIL COORDINATION  
PROCEEDING NO. 4895

Assigned for All Purposes to:  
Hon. Thierry P. Colaw; Dept. CX105

**JOINT STATUS CONFERENCE  
STATEMENT**

Date: September 29, 2017  
Time: 10:00 a.m.  
Dept.: CX105

1 The parties have met and conferred and hereby submit this Joint Status Conference  
2 Statement in advance of the September 29, 2017 Status Conference (the "Conference"):

3 **I. STATUS OF THE FEDERAL MDL**

4 On August 30, 2017, the Hon. Lucy H. Koh issued a decision on Yahoo's motion to  
5 dismiss the consolidated class action complaint in the federal MDL, which she granted in part and  
6 denied in part.

7 **II. HEARING ON YAHOO'S DEMURRER TO PLAINTIFFS' CONSOLIDATED**  
8 **COMPLAINT**

9 Defendant Yahoo, Inc. filed a Demurrer to Plaintiffs' Consolidated Class Action  
10 Complaint on July 27, 2017. Plaintiffs filed their Opposition to Yahoo's Demurrer on August 14,  
11 2017, and Yahoo filed its Reply on August 18, 2017.

12 **III. ESI ORDER**

13 The parties have met and conferred and agreed on the terms of the ESI order (attached  
14 hereto as Exhibit 1), which the parties respectfully request the Court to enter on the date of the  
15 Conference.

16  
17 **IV. NEXT STATUS CONFERENCE**

18 The parties respectfully request further status conference be set on November 17, 2017,  
19 and January 10, 2018, or at other dates and times convenient for the Court.

20 Dated: September 26, 2017

21 By: /s/ Ann Marie Mortimer  
22 Ann Marie Mortimer  
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Dated: September 26, 2017

By: /s/ Daniel S. Robinson  
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*JCCP Co-Lead Counsel for Plaintiffs*

# **EXHIBIT 1**

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12 *Lead Counsel for Defendant Yahoo! Inc.*

13 *Additional Counsel Listed on the Signature Page*

14 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
15 FOR THE COUNTY OF ORANGE

16 COORDINATION PROCEEDING  
17 SPECIAL TITLE [RULE 3.550]

18 **YAHOO! INC. PRIVATE**  
19 **INFORMATION DISCLOSURE CASES**

20 THIS DOCUMENT RELATES TO:  
21 *All Cases*

JUDICIAL COUNCIL COORDINATION  
PROCEEDING NO. 4895

Assigned for All Purposes to:  
Hon. Thierry P. Colaw; Dept. CX105

**STIPULATED [PROPOSED] ORDER**  
**GOVERNING DISCOVERY OF**  
**ELECTRONICALLY STORED**  
**INFORMATION**

1           **1. PURPOSES**

2           This Order governs the preservation and discovery of electronically stored information  
3 (“ESI”), as a supplement to the California Electronic Discovery Act, this Court’s General and  
4 Trial Procedure Guidelines, and any other applicable orders and rules, in cases filed in or  
5 consolidated before this Court in *Yahoo! Inc. Private Information Disclosure Cases*, Orange  
6 County Superior Court, JCCP No. 4895, and to every action that is or will in the future become a  
7 part thereof (collectively the “Litigation”). All disclosures and productions made pursuant to this  
8 Stipulated Order Governing Discovery of Electronically Stored Information (“ESI Protocol”) are  
9 subject to the Stipulated Protective Order [Dkt. No.] (the “Protective Order”) and any other  
10 Orders entered in this matter.

11           **2. LIMITATIONS AND NO-WAIVER**

12           This protocol provides a general framework for the production of ESI on a going forward  
13 basis. The parties and their attorneys do not intend by this protocol to waive their rights to the  
14 attorney work-product privilege, except as specifically required herein, and any such waiver shall  
15 be strictly and narrowly construed and shall not extend to other matters or information not  
16 specifically described herein. All parties preserve their attorney client privileges and other  
17 privileges and there is no intent by this ESI Protocol, or the production of documents pursuant to  
18 this ESI Protocol, to in any way waive or weaken these privileges. All documents produced  
19 hereunder are fully protected and covered by the Protective Order and orders of the Court  
20 effectuating same.

21           **3. DEFINITIONS**

- 22           a) As used herein, “electronically stored information” (“ESI”) shall be interpreted  
23           broadly to include information that is stored electronically, regardless of the media or  
24           whether it is in the original format in which it was created, as opposed to stored in  
25           hard copy. No party is under an obligation to preserve voicemail or instant messages.
- 26           b) As used herein, “Preservation” shall be interpreted to accomplish the goal of  
27           maintaining the integrity of potentially relevant ESI and shall include taking  
28           reasonable steps to prevent the partial or full alteration, or deletion of such materials.

1 ESI will be preserved in its native format, except as authorized by § 6 below. To the  
2 extent a party may desire to change the format of preserved materials other than  
3 format changes effected in the normal course of business or operations, such party will  
4 consult with other parties before making any change.

- 5 c) As used herein, “Privacy” shall be interpreted to include only personal identifying  
6 information to the extent such information is protected by Article 1, Section 1 of the  
7 California Constitution, by California statute, the constitution of any other state, the  
8 statutes of any other state, or the laws of any foreign nation. The parties reserve the  
9 right to challenge any document withheld or redacted on privacy grounds if the  
10 document is needed to prove that personal information, as defined California Civil  
11 Code section 1798.82(h), of Plaintiffs or putative Class members of the proposed class  
12 was stolen, taken, accessed, acquired, published, or released.

13 **4. COOPERATION**

14 The parties are familiar with the California Code of Civil Procedure and California Rules  
15 of Court governing discovery, and are aware of the corresponding importance the Court places on  
16 cooperation. The parties commit to cooperate in good faith throughout the matter consistent with  
17 this Court’s Guidelines for Discovery.

18 **5. PRESERVATION**

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

- 22 d) The parties shall take reasonable steps, including the dissemination of Legal Hold  
23 Notices to custodians reasonably likely to possess discoverable information in the  
24 Litigation, to ensure the preservation of ESI that is reasonably likely to be the subject  
25 of discovery in the Litigation.
- 26 e) Only ESI created or received after January 1, 2012 will be preserved, except that ESI  
27 for the Chief Information Security Office or equivalent position, or for Yahoo  
28 personnel working in a cybersecurity capacity, such as the Paranoids created or

1 received after January 1, 2006 will be preserved;

2 f) On or before [five days from entry of order], 2017, the parties will exchange:

3 1) a list of the types of ESI they believe should be preserved, sources of custodial  
4 and noncustodial data, and the custodians, or general job titles or descriptions  
5 of custodians, for whom they believe ESI should be preserved. (*E.g.*,  
6 “Information Security Office,” “Information Security Analyst,” “Data Security  
7 Analyst,” “Software Engineer,” “Project Manager,” “Program Manager,”  
8 “Data Insights Analyst,” “Data Response Team,” “Data Specialist,” and  
9 “Marketing Manager.”) The parties shall meet and confer in order to add or  
10 remove sources or custodians as reasonably necessary;

11 2) a general description of each party’s operative document retention policies  
12 throughout the relevant time period, pertaining to any electronic  
13 communications and/or ESI storage system(s) that may house potentially  
14 relevant data;

15 3) a description of the steps the party has taken to preserve potentially relevant  
16 ESI;

17 4) a description of any potentially relevant ESI that the party is aware of having  
18 been lost or destroyed, and description of the circumstances of such loss or  
19 destruction;

20 g) The parties have met and conferred and will continue to meet and confer to identify  
21 data sources where they agree that the probative value of the information sought does  
22 not outweigh the burden placed on Defendant to produce the information. Such  
23 information will be preserved but not searched, reviewed, or produced;

24 h) For each of the foregoing categories, the parties will identify responsive information in  
25 the course of meeting and conferring and confirm the information in writing to  
26 establish a resource for the parties to consult if and when questions arise;

27 i) Defendant will take reasonable and good faith steps to preserve and retain any and all  
28 communications, to the extent they were captured and retained in the ordinary course



1 of business, regardless of the media on which they were stored, for employees and/or  
2 custodians:

- 3 1) with direct knowledge about the details of the breaches;
- 4 2) with management responsibility over the Yahoo products and services affected  
5 by the breaches;
- 6 3) with direct or management responsibility over those with direct knowledge  
7 about the details of the breaches;
- 8 4) with responsibility for communicating to or with management about the  
9 breaches; or
- 10 5) with responsibility for communicating to or with the public about the breaches.

11 j) To the extent available, Defendant will take reasonable and good faith steps to  
12 preserve data that was used to determine the extent of intruder activities where PII was  
13 accessed.

14 k) As data sources are identified as a result of investigation, the parties may identify  
15 additional data sources that may or may not need to be searched or preserved pursuant  
16 to the foregoing. The parties will meet and confer about preserving such ESI as the  
17 data sources are identified;

18 l) Yahoo will continue to maintain user accounts consistent with its obligations in the  
19 Terms of Service and Privacy Policy for the relevant Yahoo Property. The parties  
20 agree that users of Yahoo products and services and/or Yahoo at the request of a user  
21 may delete user created content and/or a user's account in its entirety and that Yahoo  
22 may otherwise follow its policies including those related to the deletion of accounts  
23 that have been inactive for the applicable period of time pertinent to that account or  
24 Yahoo Property (which time period Yahoo will identify separately) or due to  
25 violations of the applicable terms of service. Yahoo has advised that it has preserved  
26 multiple copies of a database that contains, *inter alia*, the name and email addresses of  
27 user accounts present at the time the preservation copy was taken, and such copy will  
28 not be impacted by any user action or request to delete as described herein taken

1 subsequent to the creation of such preservation copy. Defendants acknowledge and  
2 agree that the fact that user account information may not be retained (consistent with  
3 the provisions of this paragraph and any related agreements) will not, in and of itself,  
4 preclude a plaintiff, class representative or putative class member from participating in  
5 or benefitting from any relief that may follow as a result of the resolution of this  
6 litigation, if any;

7 m) Counsel for Plaintiffs has advised that named Plaintiffs have been instructed on their  
8 preservation obligations.

9 **6. SEARCH**

10 The parties recognize that a variety of search tools and methodologies including, but not  
11 limited to, technology assisted review tools exist and should be considered and discussed by the  
12 parties. The parties agree that within 30 days of executing this ESI Protocol, they will discuss  
13 and strive to agree upon appropriate search protocols to be used for locating responsive ESI in the  
14 Litigation. The search protocols will, among other things, identify the data sources and  
15 custodians each party believes will possess responsive information, propose search terms (if  
16 appropriate), and describe any predictive coding/technology-assisted-review tools the party may  
17 employ.

18 The search protocols will also describe any sampling/testing procedure a party intends to  
19 use to validate its search methodology. The parties will meet and confer and strive to reach  
20 agreement as to such procedures and validation statistics. In the event that the parties are unable  
21 to reach agreement, they will submit a joint statement outlining any areas of dispute to the Court  
22 for resolution.

23 In the event that the producing party proposes to use search terms, it will identify the  
24 terms to be utilized; those terms will be subject to negotiation with and input from the requesting  
25 party. The parties acknowledge that in certain instances, search terms may have already been  
26 applied for purposes of preservation, collection, and/or productions to others for other purposes  
27 (e.g., regulatory inquiry or investigation; merger negotiations, etc.). In such event:

28 i. the previously used search terms are not deemed as controlling in this matter; rather they

1 may be sufficient to serve as a baseline from which the parties will negotiate for purposes  
2 of search, collection and production in the Litigation; and

3 ii. the parties agree to meet and confer to determine the extent to which the previously used  
4 search terms require modification.

5 The parties agree that prospectively, unilateral selection and application of search terms,  
6 without meeting and conferring with the receiving party, is not permissible.

7 The parties acknowledge that there may be subsequent instances where potential  
8 modification to a previously agreed upon search protocol may be warranted. Should such an  
9 instance arise, the parties agree to meet and confer about methods to search ESI if either party  
10 requests such a meet and confer. If a party requests such a meet and confer, the parties will meet  
11 and confer within 7 days.

12 **7. PRODUCTION FORMATS**

- 13 a) The parties will produce ESI in TIFF format with created data and extracted  
14 metadata and text.
- 15 b) The load files will include an image load file in Opticon or IPRO format as well as  
16 a data (.DAT) file with the created data and metadata fields identified in Exhibit A  
17 on the document level to the extent available.
- 18 c) ESI Processing – Dates: All documents shall be processed so as to show the date  
19 time in UTC.
- 20 d) Production of TIFF's for Native Format Documents That are Impractical to  
21 Convert to TIFF: The following ESI types do not lend themselves well to the TIFF  
22 format: spreadsheets (.xls files); PowerPoint presentations (.ppt files); audio and  
23 video formats such as mp3s, wavs, megs. A Bates-stamped placeholder TIFF,  
24 bearing the legend "This document has been produced in native format" shall be  
25 produced for such documents; these placeholders will be Bates Numbered in the  
26 same way as any other TIFF and the Bates Number of that single page shall be  
27 used as the BEGINBATES and ENDBATES of the associated document. All  
28 spreadsheets should be produced in their native format and in the order that they

1 were stored in the ordinary course of business, i.e. emails that attach spreadsheets  
2 should not be separated from each other and should be linked using the  
3 Attachment Range fields above. The file name should match the Bates number  
4 assigned to the file. The extractable metadata and text should be produced in the  
5 same manner as other documents that originated in electronic form. The parties  
6 agree to work out a future protocol governing the use and format of documents  
7 produced pursuant to this paragraph at trial, depositions or hearings (such as  
8 converting to tiff images in accordance with the above protocol). Foreign  
9 language text files and metadata should be delivered with the correct encoding to  
10 enable the preservation of the documents' original language.

11 e) Production of Databases and Structured Data: The parties acknowledge that certain  
12 categories of ESI, such as databases or application data, are structurally complex  
13 and do not lend themselves to production as native format documents with links to  
14 a litigation database. If the responding party believes that it possesses responsive  
15 ESI in this category, counsel should initiate a meet and confer to address  
16 production issues. In those instances, if a propounding party or its experts lack  
17 access to proprietary software needed to review the producing party's ESI in  
18 native format, the parties will need to meet and confer to obtain a resolution which  
19 allows the requesting party to view the affected documents.

20 **8. ADDITIONAL PRODUCTION SPECIFICATIONS:**

21 a) TIFFs: All TIFFs produced by any party in this matter will be single page Group  
22 IV TIFF format, 300 dpi quality or better. Image file names will be identical to the  
23 corresponding bates numbered images, with a ".tif" file extension. TIFF versions  
24 of ESI produced pursuant to this section shall include visible and legible images of  
25 comments and hidden text contained within the underlying ESI.

26 b) Bates Numbers:

27 1) Bates stamps should not contain any blank spaces and should be zero padded (for example  
28 ABC0000001). All bates numbers will begin with YAHOOJCCP, followed immediately

1 by an 8-digit numeric: YAHOOJCCP#####.

2 2) The producing party will brand all TIFF images in the lower right-hand corner with its  
3 corresponding bates number, using a consistent font type and size. The Bates number  
4 must not obscure any part of the underlying image. If the placement in the lower right-  
5 hand corner will result in obscuring the underlying image, the Bates number should be  
6 placed as near to that position as possible while preserving the underlying image.

7 c) Confidentiality Treatment: The parties will be entering into a Protective Order in  
8 this matter, which will specify various confidentiality treatment levels for use in  
9 this matter.

10 1) The confidentiality treatment level for any item will be provided with the  
11 created data for that item, in the field entitled "Confidentiality Treatment." For  
12 items with no confidentiality requirements, the field will be left blank.

13 2) The producing party will brand any confidentiality endorsements in a corner of  
14 any TIFF images representing the produced item. Those endorsements must  
15 be in a consistent font type and size, and must not obscure any part of the  
16 underlying image or Bates number.

17 d) Redaction:

18 1) No redactions for relevance may be made.

19 2) All items redacted for privilege privacy, Classified information forbidden from  
20 dissemination by any governmental agency, or the trade secrets of third parties  
21 contractually prohibited from dissemination, whether paper documents or ESI,  
22 will be produced as TIFFs. No native ESI items will be produced for redacted  
23 items. However, to the extent that the text is searchable in the native format,  
24 the producing party must provide searchable text for those portions of the  
25 document that have not been redacted.

26 3) The TIFF for a redacted item will bear labels identifying the area of each  
27 redaction and the basis for the redaction.

28 4) For redacted items which were originally ESI, all metadata fields will be

1 provided unless the metadata contains privileged information and will include  
2 all non-redacted text.

3 5) Redacted documents shall be identified as such in the load file provided with  
4 the production or subsequently with an overlay file.

5 e) Color: Paper Documents and ESI reduced to TIFF shall be produced in black and  
6 white in the first instance. If a paper document or redacted ESI contains color and  
7 that color is necessary to decipher the meaning, context, or content of the  
8 document, the producing party shall honor reasonable requests for either the  
9 production of the original document for inspection and copying or production of a  
10 color image of the document.

11 f) Load Files: The load file format for productions to Plaintiffs shall be in .dat  
12 format. The load file format for productions to Defendants shall be in PDF format.  
13 The parties will meet and confer on ESI produced to Defendants beyond PDF  
14 format to the extent required or necessary.

15 g) Production Media: The producing party will use the appropriate electronic media  
16 (CD, DVD or hard drive) or secure online file transfer for its ESI productions, and  
17 will cooperate in good faith to use the highest-capacity available media to  
18 minimize associated overhead. The producing party will label the physical media  
19 with the producing party, media volume name, and document number range. Any  
20 replacement Production Media will cross-reference the original Production Media,  
21 clearly identify that it is a replacement and cross-reference the Bates Number  
22 range that is being replaced.

23 **9. DEDUPLICATION**

24 The parties agree that if documents are deduplicated at the family-group level, the  
25 producing party will identify the additional custodians in the “Duplicate Custodians” metadata  
26 field as particularized in Appendix A. No party shall use the deduplication of a document as the  
27 basis for challenging the authenticity of a document or whether the business record exception to  
28 the hearsay rule applies. No document that is the parent or an attachment of a produced

1 document may be withheld as a duplicate. A party may de-duplicate “near duplicate” email  
2 threads as follows: In an email thread, only the final-in-time document need be produced,  
3 assuming that all previous emails in the thread are contained within the final message and  
4 provided that the software used to identify these “near-duplicate” threads is able to identify any  
5 differences to the thread such as changes in recipients (*e.g.*, side threads, subject line changes),  
6 dates, selective deletion of previous thread content by sender, etc. To the extent such differences  
7 exist, documents with such differences shall be produced. Where a prior email contains an  
8 attachment, that email and attachment shall not be removed as a “near-duplicate.”

9 To the extent a producing party wishes to apply deduplication methods distinct from the  
10 foregoing, the producing party agrees to so advise the receiving party and to meet and confer in  
11 good faith regarding the terms and conditions of such distinct deduplication.

12 **10. PRIVILEGE LOGGING:** The parties are continuing to meet and confer regarding  
13 provisions governing the logging of privileged material and will submit their proposed  
14 order separately.

15 **11. AUTHENTICITY**

16 A document produced in this litigation shall be presumed to be authentic if offered as  
17 evidence against the party that produced it unless the party (a) gave notice at the time of  
18 production that the authenticity of the document may be challenged, including the reasons for  
19 such a challenge; (b) shows good cause for its failure to give such notice at the time of  
20 production; or (c) such document was not created, compiled, or generated by that party, its  
21 systems, or its employees nor relied upon or used by that party in the usual course of business.

22 **12. TIMING**

- 23 i. The Parties will use their reasonable efforts to produce ESI in a timely manner consistent  
24 with the Court’s discovery schedule.
- 25 ii. The Parties will produce ESI on a rolling basis.

26 **13. PHASING**

27 When a party propounds discovery requests pursuant to California Code of Civil  
28 Procedure sections 2031.010, *et seq.*, the parties agree to meet and confer regarding the phasing

1 of production of ESI, if appropriate, by prioritizing selected sources and/or custodians.  
2 Notwithstanding the parties' agreement to consider phased discovery, discovery is not to be  
3 bifurcated for class certification purposes.

4 **14. MODIFICATION**

5 This ESI Protocol may be modified by a Stipulated Order of the parties or by the Court for  
6 good cause shown.

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

8  
9 Dated: September \_\_\_\_, 2017

By: \_\_\_\_\_

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*Attorneys for Defendant Yahoo! Inc.*

16 Dated: September \_\_\_\_, 2017

By: \_\_\_\_\_

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*Co-Lead Counsel for JCCP Plaintiffs*

24 PURSUANT TO STIPULATION, IT IS SO ORDERED.

26 DATED: \_\_\_\_\_

27 \_\_\_\_\_  
HONORABLE THIERRY PATRICK COLAW  
ORANGE COUNTY SUPERIOR COURT



**Exhibit A**

<b>Field</b>	<b>Definition</b>	<b>Doc Type</b>
CUSTODIAN	Name of person or other data source (non-human) from where documents/files are produced. <i>Where redundant names occur, individuals should be distinguished by an initial which is kept constant throughout productions (e.g., Smith, John A. and Smith, John B.)</i>	All
DUPLICATE CUSTODIANS	(if cross custodian de-duplication is employed)	All
BEGBATES	Beginning Bates Number (production number)	All
ENDBATES	EndBatesNumber (production number)	All
PGCOUNT	Number of pages in the document	All
FILESIZE	File Size	All
APPLICAT	Commonly associated application for the specified file type.	All
FILEPATH	Original file/path of the location where the item was located at the time of collection. This should include location, file name, and file source extension.	E-document
NATIVEFILELINK	For documents provided in native format	All
TEXTPATH	File path for OCR or Extracted Text files	All
Folder	Folder location of the e-mail within the PST/OST	E-mail
FROM	Sender	E-mail
TO	Recipient	E-mail
CC	Additional Recipients	E-mail
BCC	Blind Additional Recipients	E-mail
SUBJECT	Subject line of e-mail	E-mail
BEGATTACH	First Bates number of family range (i.e. Bates number of the first page of the parent e-mail)	E-mail
ENDATTACH	Last Bates number of family range (i.e. Bates number of the last page of the last attachment)	E-mail

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<b>Field</b>	<b>Definition</b>	<b>Doc Type</b>
DATESENT (mm/dd/yyyy hh:mm:ss AM)	Date Sent	E-mail
DATERCVD (mm/dd/yyyy hh:mm:ss AM)	Date Received	E-mail
HASHVALUE	MD5 hash value	All
FILE NAME	Name provided by user within the document	E-document
AUTHOR	Creator of a document	E-document
DATECRTD (mm/dd/yyyy hh:mm:ss AM)	Creation Date	E-document
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CONFIDENTIALITY	Confidentiality level if assigned pursuant to any applicable Protective Order or stipulation.	All
Conversation Index	Index of all persons communicating on an electronic message	E-Mail

1  
2 PROOF OF SERVICE

3 STATE OF CALIFORNIA, COUNTY OF ORANGE

4 I certify that I am over the age of 18 years and not a party to the within action; that my business  
address is:

5 ROBINSON CALCAGNIE, INC.  
6 19 Corporate Plaza Drive  
Newport Beach, CA 92660

7 On September 26, 2017, I served the foregoing document described as:

8 **JOINT STATUS CONFERENCE STATEMENT**

9 on the parties in this action as stated on the attached service list as follows:

10  (By Federal Express) Said documents were delivered to an authorized courier or driver authorized  
by the express service carrier to receive documents with delivery fees paid or provided for.

11  (By Mail) I am "readily familiar" with the firm's practice of collection and processing  
12 correspondence for mailing. Under practice, it would be deposited with the U.S. Postal  
Service on that same day with postage thereon fully prepaid at Newport Beach, California in  
13 the ordinary course of business. I am aware that on motion of the party served, service is  
presumed invalid if postal cancellation date or postage meter date is more than one day after  
14 date of deposit for mailing in affidavit.

15  (By Personal Service) I caused each document to be delivered by hand to the home of the  
addressee.

16  (By FAX) I caused each document to be sent by FAX to the parties listed on the attached mail  
17 list.

18  (By Electronic Service) I caused each document to be sent by electronic service by transmitting a  
true and correct PDF version as indicated above of the foregoing document(s) via each  
19 individual's email.

20  STATE: I declare under penalty of perjury under the laws of the State of California that the  
foregoing is true and correct.

21  FEDERAL: I declare that I am employed in the office of a member of a Bar of this Court at  
whose direction the service was made.

22 Executed on this 26<sup>th</sup> day of September, 2017 at Newport Beach, California.

23  
24 

25  
26 \_\_\_\_\_  
Jennifer D. Rogers

**SERVICE LIST**

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