

Before the
FEDERAL MARITIME COMMISSION

Washington, D.C. 20573

Docket No. 23-10

BED BATH & BEYOND INC. v. YANG MING MARINE TRANSPORT CORP.

PROTOCOL REGARDING ELECTRONICALLY STORED INFORMATION

1. Definitions

The following definitions apply to this protocol:

A. **“Bates Number”** means a unique number assigned to a Document produced in litigation.

B. **“Custodian”** means a Person or resource (*e.g.*, a shared file server) who had custody of information or a Document prior to collection for production.

C. **“Database”** means an electronic collection of structured data (often maintained in a non-custodial manner), such as data created and maintained in Oracle, SAP, SQL, or Microsoft Access.

D. **“Document”** has the broadest meaning permitted by the Federal Rules of Civil Procedure and includes, without limitation, all electronically stored information, originals, copies (if the originals are not available), non-identical copies (whether different from the original because of underlining, editing marks, notes made on or attached to such copy, or otherwise), and drafts of the following items, whether printed or recorded (through a sound, video or other electronic, magnetic or digital recording system) or reproduced by hand, whether or not claimed to be privileged or confidential, including but not limited to letters, correspondence, telegrams,

telexes, memoranda, records, diaries, summaries of personal conversations or interviews, expressions or statements of policy, lists of persons attending meetings or conferences, reports or summaries of meetings, minutes or records or notes of meetings or conferences, reports or summaries of investigations, opinions of counsel, reports or summaries of either negotiations within or without the corporation or preparations for such, note pads, notebooks, postcards, “Post-It” notes, stenographic notes, notes, notebooks, opinions or reports of financial advisors or consultants, opinions or reports of experts, projections, financial or statistical statements or compilations, contracts, agreements, appraisals, analyses, purchase orders, bills of sale, confirmations, publications, articles, books, pamphlets, circulars, microfilm, microfiche, reports, studies, logs, surveys, reports to stockholders, instruments, press releases, drafts of any document, accounts, diaries, calendars, appointment books, maps, charts, graphs, bulletins, photostats, speeches, brochures, manuals, data sheets, pictures, photographs, illustrations, blueprints, films, drawings, plans, tape recordings, videotapes, disks, diskettes, data tapes or readable computer-produced interpretations or transcriptions thereof, electronic communications including but not limited to email and/or text messages, voice mail messages, telegraphic messages, faxes, interoffice communications, advertising, packaging and promotional materials and any other writings, papers and tangible things of whatever description whatsoever, including but not limited to any information contained in any computer, server, mainframe, or other storage device (including (i) information on or in computer memory), whether located on-site or at an off-site facility, within Your possession, custody or control. Any comment or notation appearing on any document, and not a part of the original text, is to be considered a separate “document.” “Documents” or “document,” for the avoidance of doubt, includes ESI.

E. **“ESI”** or **“Electronic Document”** refers to information stored in electronic form including word processing files (*e.g.*, Microsoft Word), computer presentations (*e.g.*, Microsoft PowerPoint), spreadsheets (*e.g.*, Microsoft Excel) and email, together with the available metadata associated with each such Document.

F. **“Extracted Text”** shall refer to the result of the process by which textual content of an Electronic Document is gleaned and extracted from an original Electronic Document for the purpose of creating a plain-text Electronic Document containing the textual content from that Electronic Document.

G. **“Load File”** refers to a file or files issued with each production providing a map to the images and metadata or coding associated with the Documents in the production.

H. **“Native Format”** as used herein, means the default format of a data file created by its associated software program. For example, Microsoft Excel produces its output as ‘.xls’ files by default, which is the Native Format of Excel.

I. **“OCR”** refers to optical character recognition, or the result of the process by which a hard copy or non-searchable Electronic Document is analyzed by a computer for the purposes of creating a plain-text Electronic Document that contains the textual content gleaned from the Document.

J. **“Producing Party”** means any Party to the above-captioned Action, or any non-party, who produces Documents or information under this Agreement.

K. **“Receiving Party”** means any Party to the above-captioned Action who receives Documents or information under this Agreement.

2. Production Format

In general, Documents shall be produced as Bates Numbered tagged image file format (“TIFF”) images accompanied by an image Load File, a data Load File with fielded metadata, Document-level Extracted Text for ESI, and OCR text for scanned hard copy Documents and ESI that does not contain extractable text. Detailed requirements, including files to be delivered in native format, are below.

A. **De-duplication.** The Producing Party may use industry standard methods to globally de-duplicate all files identified for production. Loose Electronic Documents shall not be compared to email attachments for de-duplication purposes. Hard copy Documents containing handwritten notes shall not be considered as duplicative of any other Document.

B. **Email Threads.** When producing emails, the parties may produce only the longest (most inclusive) unique iteration of each email thread, provided however that all lesser portions of the thread that contain unique data (such as an attachment) are also produced. The parties shall meet-and-confer in advance of document productions to discuss the manner in which their respective email thread identification defines inclusive and suppressed (*i.e.*, non-inclusive) emails.

C. **Document Unitization.** Where Documents with attachments are produced, they shall be attached in the same manner as included in the original file, as preserved in the document’s metadata. Where Documents are produced and all attachments thereto are not included, the Producing Party shall identify the missing attachments by means of a “place holder” file, and explain the reason for their non-production. Documents that are segregated or separated from other Documents, whether by inclusion of binders, files, dividers, tabs, clips or any other method, shall be produced in a manner that reflects these divisions. Where the

Producing Party converts paper Documents into electronic format, distinct Documents must not be merged into a single record, and single Documents must not be split into multiple records (*i.e.*, paper Documents must be logically unitized). In the case of an organized compilation of separate Documents – for example, a binder containing several separate Documents behind numbered tabs – the Document behind each tab should be scanned separately, but the relationship among the Documents in the compilation should be reflected in the proper coding of the beginning and ending Document and attachment fields.

D. **Production Delivery.** Productions shall be delivered via FTP, or another secure data transfer method.

E. **TIFF Image Requirements.**

i. TIFF images shall be produced in black and white, 300x300 [to be confirmed with vendor] dpi Group IV single-page TIFF format or JPG format for color documents and consecutively Bates Numbered.

ii. Images shall include the following content where present:

a. For word processing files (*e.g.*, Microsoft Word): Comments, “tracked changes,” similar in-line editing and all hidden content contained within the Document.

b. For presentation files (*e.g.*, Microsoft PowerPoint): Speaker notes, comments and all other hidden content.

c. For spreadsheet files (*e.g.*, Microsoft Excel – if applicable): Hidden columns, rows, and sheets; comments, and “tracked changes” and any similar in-line editing or hidden content.

F. **Native Production Requirements.**

i. Spreadsheet files (*e.g.*, Microsoft Excel and .Csv files) are to be provided in Native Format.

- a. In lieu of a full TIFF image version of each spreadsheet file, a single placeholder image bearing the relevant Bates number and confidentiality designation shall be produced.
 - b. When redaction of a spreadsheet is necessary, a redacted full TIFF version may be produced provided that the spreadsheet is manually formatted for optimal printing. If the spreadsheet requiring redaction is not reasonably useable in TIFF format, the Parties shall meet-and-confer to determine a suitable production format.
 - c. If redactions within a native spreadsheet are necessary, contact the Receiving Party to meet-and-confer to discuss the process, and provide a means to identify such Documents in the production.
- ii. Media files (e.g. .mp3, .wmv, etc.) shall be produced in Native Format with a single placeholder image bearing the relevant Bates number and confidentiality designations.
 - iii. Contact the Receiving Party to discuss a suitable production format for any proprietary or non-standard file types that require special software or technical knowledge for review, Databases or Database reports, or any data not covered by the technical specifications in this protocol. This includes data collected from collaboration and chat applications such as Slack, Microsoft Teams, Jira, mobile device data, etc.
 - iv. Any responsive files that cannot be accurately rendered in a reviewable TIFF format shall be produced in Native Format.
 - v. The Receiving Party may request native or color copies of any Documents that cannot be accurately reviewed in black and white TIFF format. Reasonable requests for native or color Documents shall not be refused.

G. Load File Requirements.

- i. Provide a Concordance compatible data Load File with each production volume, and contain a header row listing all of the metadata fields included in the production volume.
- ii. Image Load Files shall be produced in Concordance/Opticon compatible format.

H. Extracted Text/OCR Requirements.

- i. Electronically extracted text must be provided for Documents collected from electronic sources. Text generated via OCR must be provided when possible for all Documents that do not contain electronically extractable text (e.g. non-searchable PDF files or JPG images) and for redacted and hard copy Documents. Do not degrade the searchability of Documents as part of the Document production process.
- ii. Document text shall be provided as separate, Document-level text files and not be embedded in the metadata Load File.
- iii. Text files shall be named according to the beginning Bates number of the Document to which they correspond.
- iv. If a Document is provided in Native Format, the text file shall contain the Extracted Text of the native file.
- v. A path to each Extracted Text file on the delivery media shall be included in a Load File field, or in a separate cross-reference file.

I. Metadata. Produce the following metadata fields, where available:

- i. **BegBates** – Beginning Bates number.
- ii. **EndBates** – Ending Bates number.
- iii. **BegAttach** – Bates number of the first page of a family range.
- iv. **EndAttach** – Bates number of the last page of a family range.

- v. **PageCount** – Number of pages in a Document.
- vi. **FileExtension** – Original file extension as the Document was maintained in the ordinary course.
- vii. **FileSize** – File size in bytes.
- viii. **DocTitle** – Document title as stored in file metadata.
- ix. **DocSubject** – Any value populated in the Subject field of the Document properties.
- x. **Custodian** – Primary custodian full name.
- xi. **AllCustodians** – All custodians who maintained a document
- xii. **Author** – Document author information for non-email.
- xiii. **Email From**
- xiv. **Email To**
- xv. **Email CC**
- xvi. **Email BCC**
- xvii. **Email Subject**
- xviii. **IntMsgID**
- xix. **Attachments** – Name of attached file(s) as maintained in the ordinary course of business.
- xx. **DateCreated** – File date and time created MM/DD/YYYY HH:MM AM/PM.
- xxi. **DateModified** – File date and time modified MM/DD/YYYY HH:MM AM/PM.
- xxii. **DateLastAccessed** – File date and time accessed MM/DD/YYYY HH:MM AM/PM.
- xxiii. **DateLastSaved** – File date and time last saved MM/DD/YYYY HH:MM AM/PM.
- xxiv. **DateSent** – Email date and time sent MM/DD/YYYY HH:MM AM/PM.
- xxv. **DateReceived** – Email date and time received. MM/DD/YYYY HH:MM AM/PM.
- xxvi. **FileName** – Name of the file as maintained in the ordinary course of business with extension.
- xxvii. **MD5Hash** – The computer-generated MD5 Hash value for each Document.
- xxviii. **TextPath** – The path to the corresponding text file for each record on the delivery media, including filename.
- xxix. **NativePath** – The path to the native-format file corresponding to each record on the delivery media, including the file name (if a native-format file is provided).

3. Documents Protected from Discovery

A. Documents or Document “families” that contain both privileged and non-privileged information shall be produced with the privileged information redacted in such a way

as to show the location of the redaction within the Document, or replaced with a placeholder file if the document does not contain non-privileged information.

B. The parties have agreed to the following method for the identification and redaction of privileged Documents: ESI or other Documents that have been withheld on grounds of a privilege, including the work product doctrine, shall be logged by counsel for the Producing Party, including: (a) its date; (b) the sender and receiver, if applicable; (c) a brief description of the ESI or document; (d) a description of the ESI or document's file format (e.g. email, contract, etc.); and (e) the grounds for withholding the document (the "Privilege Log").

4. Protective Order

The terms of any Protective Order filed with the Court, including terms governing the inadvertent production of privileged information, as well as Rule 26(b) of the Federal Rules of Civil Procedure, apply to all productions made pursuant to this protocol.

5. Custodians and Search Terms

As part of their respective efforts to collect and produce information and Documents responsive to each other's respective discovery requests in this Action, the parties will collect Documents from the Custodians disclosed below for the Timeframe and apply the Proposed Search Terms disclosed below to those Documents. The parties will then review the Documents that have Proposed Search Term "hits" and, subject to their respective objections to the parties' respective discovery requests, produce responsive, non-privileged Documents to the Receiving Party. Both the Custodians and Proposed Search Terms are subject to reasonable modification as circumstances dictate. In that event, the parties agree to meet and confer in good faith about any proposed modifications. Nothing in this protocol is intended to limit the parties' respective discovery requests or objections thereto, or to preclude the parties from seeking or producing

non-privileged information or Documents responsive to such discovery requests that are not captured by the proposed Custodians, Timeframe, or Search Terms set forth herein. In particular, this protocol shall not eliminate any Party's obligation to produce responsive, non-privileged information or Documents known to that Party regardless of whether such information is captured by the proposed Custodians, Timeframe, or Search Terms set forth herein,

A. **Timeframe:** Complainant has sought Documents and ESI from Respondent dating from January 1, 2020 through at least September 7, 2023. Respondent has sought Documents and ESI from Complainant dating from January 1, 2017. Complainant is collecting for preservation purposes emails dating back to January 1, 2017 (to the extent such emails are still on Complainant's email system) and is not imposing a date limitation on non-email ESI being collected. Respondent is likewise preserving and collecting Documents and ESI dating back to January 1, 2017.

B. **Searches of Complainant's ESI**

i. Custodians

1. Juan Guerrero
2. Jennifer Lawler
3. Ian Pinchuk
4. Paul Pastor
5. Juan Pena
6. Melinda Porter
7. Gisella Stupnik
8. Michael Festa
9. Reid Klosowsky
10. Seweryn (Sev) Soban
11. Pat Hackett
12. Ed Wtulich
13. Eric Topa
14. Erin Fitzgerald
15. Jeff Macak
16. Laura Crossen
17. Rick Cunniff
18. Mark Cassebaum

19. Jennifer Turetsky
20. Camille Fratanduono
21. Jennifer Csigo
22. Rebekah Chase
23. Gabriel Minchow
24. Jenny Klein
25. Joshua Sesser

ii. Proposed Search Terms

1. Terms to target documents related to Respondents:

a. Yang Ming Marine Transport Corp. or “YMTC” or “Y.M.” or “YM” or “Yang Ming” or “Yang Ming (America) Corp.” or “US YangMing”

b. Any @yangming.com email address or us.yangming in the Email From, Email To, Email CC, or Email BCC field

2. Terms to target requested documents and communications (to be run as an “and” term with each of the above and then deduplicated):

a. “service contract” or “service agreement” or “SC” or “ocean carrier contract” or “ocean carrier agreement” or “OCA” or “S.C. Number 409421*” or “Amendment 9*” or “ADM # 9*” or “Yang Ming Bill of Lading” or “Yang Ming Way Bill”

b. renew* or amend* or “next year” or “next years” or “next year’s”

c. book* or tender*

d. allocat* or accommodat* or reserv* or protect* or reject* or refus* or confirm* or releas* or unable or inability or availab* or unavailab* or limited or tight* or full or “no space” or “lack of space”

e. shortfall*

f. MQC or “MQC” or “service commitment” or “service commitments” or “minimum quantity commitment” or “minimum quantity commitments” or commit* or “149 FEU” or “149 MQC”

g. Cargo or carriage or carry* or carrie* or freight* or FEU* or TEU* or container* or shipping or shipment* or voyag* or sailing*

h. Vessel* or ship or ships or loader*

i. Pric* or inflat* or exploit* or goug* or “premium contract” or “premiums contract” or “premium service contract” or “premiums service contract” or “premium SC” or “premiums SC” or “premium rate” or “premium rates” or surcharg* or PSS* or demand* or cost* or charge* or fee* or expensive or increas* or higher or rate*

j. Detention* or demurrage* or “per diem” or “perdiem” or “D&D” or “D and D” or depot* or terminal* or yard* or port* or congest* or crowd* or stack* or inaccessib* or backup* or weather or covid or “COVID-19” or COVID19 or coronavirus or “pandemic*” or labor or labour or quarantine* or “shut down” or shutdown or dwell* or “free time” or waiv* or refund*

k. Rail* or clear* or shipyard* or “ship yard” or “ship yards” or railyard* or “rail yard” or “rail yards” or transship* or “trans ship” or “trans shipping” or “trans shipped” or “trans

ships” or “trans-ship” or “trans-shipping” or “trans-shipped” or “trans-ships” or “rail service” or truck* or chassis* or “dual appointment” or “dual appointments” or “no appointment” or “no appointments”

l. Blank* or cancel* or delay* or late or suspen* or skip*

m. “Long Beach” or LB or “Los Angeles” or LAX or USLAX or “New York” or “NY” or “Savannah” and other ports of loading or discharge that may be identified in the course of discovery or become relevant during discovery,

n. Handling* or storage* or deliver*

o. “spot market” or tariff* or cover* or “open market”

p. Yusen or NVO or NVOCC or NVOCCs

q. Warehouse “WH”

r. "Customer-nominated trucker" or "CNT"

s. "Delivery Order"

t. "Arrival Notice"

u. "Distribution Center"

v. "Customs Exam Station" or "CES"

w. "Turn time"

x. "Street turn"

y. "Live unload"

z. Chassis

aa. Drayage

bb. Dray

cc. Power

dd. Driver

ee. "Wait time"

ff. Gate

gg. Customs or "CBP"

hh. Hold

ii. Release

jj. "Door move"

kk. "Store door"

ll. Codes or abbreviations used by Complainant to refer to warehouses or other storage locations that were destinations for its ocean freight, including without limitation "LA1" (Santa Fe Springs, CA), "LA5" (Walnut, CA), "CD6" (City of Industry, CA), "SAV" (Savannah, GA), "SV3" (Savannah, GA), "LIN" (Linden, NJ),

“Freedom1” (Linden, NJ), “3620” (Riverside, CA), “3624” (Indianapolis, IN), “3626” (Grand Prairie, TX), “3622” (Edgewood, MD) and others that may be identified in the course of discovery

3. Terms to target requested documents and communications (not to be run as an “and” term with the terms noted in Sections 1 and 2, above, and then deduplicated):

a. Amazon* AND amazon.com

b. Walmart* AND walmart.com

c. Target* AND target.com

d. Kohls* AND kohls.com

e. Wayfair* AND wayfair.com

f. Costco* AND Costco.com

g. Sams* AND samsclub.com

h. BIGLOTS* AND biglots.com

i. Dollar Tree*

j. Lowe’s*

k. J.C. Penney*

l. The Container Store*

C. Searches of Respondent’s ESI

i. Custodians

1. Dan Vidal
2. Millie Colon
3. Caren Chen
4. Theresa McCarvill

ii. Proposed Search Terms

1. Terms to target documents related to Complainant: “Bed Bath” or BBY* or BBB* or Bedbath* or Bedbath&beyond*

2. Terms to target requested documents and communications (to be run as an “and” term with each of the above and then deduplicated):
 - a. “Ocean Carrier Agreement” AND (amendment* or Append* or enclos*)
 - b. “Premium Service Contract” AND (amendment* or Append* or enclos*)
 - c. “service contract” or “service agreement” or “SC” or “ocean carrier contract” or “ocean carrier agreement” or “OCA”
 - d. renew* or amend* or “next year” or “next years” or “next year’s”
 - e. book* or tender*
 - f. allocat* or accommodat* or reserv* or protect* or reject* or refus* or confirm* or releas* or unable or inability or availab* or unavailab* or limited or tight* or full or “no space” or “lack of space” or space
 - g. shortfall* or “short fall”
 - h. MQC or “MQC/52” or “service commitment” or “service commitments” or “minimum quantity commitment” or “minimum quantity commitments” or commit*
 - i. Cargo or carriage or carry* or carrie* or freight* or FEU* or TEU* or container* or shipping or shipment* or voyag* or sailing*
 - j. Vessel* or ship or ships or loader*
 - k. Pric* or inflat* or exploit* or goug* or “premium contract” or “premiums contract” or “premium service contract” or “premiums service contract” or “premium SC” or “premiums SC” or “premium rate” or “premium rates” or surcharg* or PSS* or demand* or cost* or charge* or fee* or expensive or increas* or higher or rate*
 - l. Detention* or demurrage* or “per diem” or “perdiem” or “D&D” or “D and D” or depot* or terminal* or yard* or port* or congest* or crowd* or stack* or inaccessib* or backup* or weather or covid or “COVID-19” or COVID19 or coronavirus or labor or labour or quarantine* or “shut down” or shutdown or dwell* or “free time” or waiv* or refund* or buried
 - m. Rail* or clear* or shipyard* or “ship yard” or “ship yards” or railyard* or “rail yard” or “rail yards” or transship* or “trans ship” or “trans shipping” or “trans shipped” or “trans ships” or “trans-ship” or “trans-shipping” or “trans-shipped” or “trans-ships” or “rail service” or truck* or

- chassis* or “dual appointment” or “dual appointments” or “no appointment” or “no appointments”
- n. Blank* or cancel* or delay* or late or suspen* or skip*
- o. Handling* or storage* or deliver*
- p. “spot market” or tariff* or cover* or “open market”
- q. Yusen or NVO* or NVOCC or NVOCCs
- r. Booking*
- s. Voyag*
- t. “Load port” or “port of loading” or “port of load” or POL*
- u. Origin*
- v. “Discharge port” or “port of discharge” or POD*
- w. Destination*
- x. “Port pair” or “port pairs” or “port pairing” or “port pairings” or port w/2 pair*
- y. pandemic*
- z. “force majeure”
- aa. ((“Financial statement” or “Financial statements”) w/10 (annual or quarter* or audit*)) or profit* or revenue* or (grow* w/2 margin*) or loss* or sales or income
- bb. “Corporate structure”
- cc. “Litigation hold” or “document hold” or “legal hold”
- dd. Surcharge*
- ee. “inaccessibility of containers” or delay* or “lack of appointment” or “lack of appointments” or “dual appointment” or (timing w/2 appointment*) or delay* or shortage* or operator*, or space or “rail service” or truck* or chassis or “chassis pool*”) or regulation* Practice*, or (policy or policies) or procedure* or protocol or strateg* or action)
- ff. “Dwell time” or “free time”

3. Terms to target requested documents and communications (to be run *without* an “and” term:

- a. (Regulation* or practice* or polic* or procedure* or protocol* or strateg*) w/10 (alloc* or “cargo space”)
- b. (Regulation* or practice* or polic* or procedure* or protocol* or strateg*) w/10 prefer*
- c. (Regulation* or practice* or polic* or procedure* or protocol* or strateg*) w/10 (surcharge* or “peak season surcharge” or PSS*)
- d. (Regulation* or practice* or polic* or procedure* or protocol* or strateg*) w/10 (“total volume”)

- e. (Regulation* or practice* or polic* or procedure* or protocol* or strateg* or enforc*) w/10 (demurrage* or detention*)
- f. profit* /10 (demurrage* or detention*)
- g. profit* /10 (surcharge* or “peak season surcharge” or PSS* or accessor*)
- h. profit* /10 (premium*)
- i. increas* /10 (demurrage* or detention*)
- j. increas* /10 (surcharge* or “peak season surcharge” or PSS* or accessor*)
- k. increas* /10 (premium*)
- l. “dwell time” /10 (profit* or revenue* or surcharge* or “peak season surcharge” or PSS* or accessor*)
- m. (*complain* or disagree* or challeng* or disput*) /25 (detention* or demurrage*)
- n. (*complain* or disagree* or challeng* or disput*) /25 (surcharge* or “peak season surcharge” or PSS* or accessor*)
- o. (*complain* or disagree* or challeng* or disput*) /25 (premium*)
- p. (*complain* or disagree* or challeng* or disput*) /25 (allocat* or spac* or cargo* or MQC* or “minimum quantity” or shortfall* or accommodat*)
- q. (Regulation* or practic* or polic* or procedur* or protocol* or strateg*) /25 (Rail* or clear* or shipyard* or “ship yard” or “ship yards” or railyard* or “rail yard” or “rail yards” or transship* or “trans ship” or “trans shipping” or “trans shipped” or “trans ships” or “trans-ship” or “trans-shipping” or “transshipped” or “trans-ships” or “rail service” or truck* or chassis* or “dual appointment” or “dual appointments” or “no appointment” or “no appointments”)
- r. (Regulation* or practic* or polic* or procedur* or protocol* or strateg*) /25 inaccessib* or delay* or “lack of appointment” or “lack of appointments” or “dual appointment” or “dual appointments” or (timing w/2 appointment*) or delay* or shortage* or operator* or spac* or “rail service” or truck* or chassis or “chassis pool”)
- s. (Regulation* or practic* or polic* or procedur* or protocol* or strateg*) /25 (Blank* or cancel* or delay* or late or suspen* or skip* or delet*)

THE PARTIES HEREBY AGREE TO THE ABOVE TERMS.

Dated: December 29, 2023

By /s/ _____

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