

Brian Charles Vaeth
8225 Poplar Mill Road
Nottingham, Maryland 21236
443-604-0610

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MARYLAND**

BRIAN CHARLES VAETH

Plaintiff,

v.

Case No. ELH-18-1600

**MAYOR & CITY COUNCIL OF BALTIMORE,
FIRE & POLICE EMPLOYEES' RETIREMENT
SYSTEM OF BALTIMORE**

Defendants,

PLAINTIFF'S REQUEST FOR PRODUCTION OF DOCUMENTS

TO: Defendant Mayor and City Council of Baltimore, by and through its attorney of record, the Baltimore City Solicitor, 100 N. Holliday Street, City Hall, Room 101, Baltimore, Maryland 21202.

INSTRUCTIONS

1. Pursuant to Rule 34 of the Federal Rules of Civil Procedure (FRCP), Plaintiff Brian Charles Vaeth submits the following request for production of documents from
2. Pursuant to FRCP Rule 34(a), Plaintiff acknowledges that these requests are limited to the scope of FRCP Rule 26(b), and requests that when Defendant is unable to produce certain documents because they fall outside of such scope, Defendant will provide a brief explanation as to the reason why the documents fall outside the scope of the request.
3. If certain requests are duplicative of previous requests to which documents have already been produced, Defendant need not reproduce such documents but is requested to notify Plaintiff that such documents are among those already produced.
4. Pursuant to FRCP Rule 34(b)(2)(E), Plaintiff requests that when Defendants do produce the requested documents, including electronically stored information (ESI), Defendants will produce

such documents or ESI as they are kept in the usual course of business or will organize and label them to correspond to the categories in the request.

5. Plaintiff requests that Defendants make a good faith effort to produce any and all requested documents that are readily ascertainable.

DEFINITIONS

- A. "Agreement," "Agreement in dispute," and "contract" means the understanding between Plaintiff and Defendants, whether alleged or actual, oral or written, at the root of this civil action, pursuant to which Defendants would recognize the contractual right of members to their appointed positions in the Baltimore City Fire or Baltimore Police Departments.
- B. The words "any" and "all" shall be read in the conjunctive and not in the disjunctive wherever they appear, and neither of these words shall be interpreted to limit the scope of a request. Furthermore, the use of a verb in any tense shall be construed as the use of the verb in all other tenses and the singular form shall be deemed to include the plural, and vice-versa. The singular form of any noun shall be deemed to include the plural, and vice-versa.
- C. "Communication" and "communications" means any and all inquiries, discussions, conferences, conversations, negotiations, agreements, meetings, interviews, telephone conversations, letters correspondence, notes, telegrams, facsimiles, electronic mail (email), memoranda, documents, writings, or other forms of communications, including but not limited to both oral and written communications.
- D. "Copies of" as set forth in the Instructions to this motion means authentic duplicates of the originals as noted, kept, maintained, and organized by Plaintiff in the ordinary course of business.
- E. "Defendant" means any and all employees of Defendants Mayor and City Council of Baltimore City and the Fire and Police Employees Retirement System of Baltimore City and any and all of its agents, representatives, employees, servants, consultants, contractors, subcontractors, investigators, attorneys, and any other persons or entities acting or purporting to act on behalf of the Defendants.
- F. "Discussion," "discussions," "discuss," "discusses," "mention," "mentions," "describe," "describes," "analyze" or "analyzes" means any and all inquiries, conferences, conversations, negotiations, agreements or other forms or methods of oral communication or such dialogue sent via e-mail, facsimile, letter, telegram, or other written communication.
- G. "Document," "documents," "internal communication," "internal communications," "record," "records," "written communication," "written communication," and "written correspondence" means all data, papers, and books, transcriptions, pictures, drawings or diagrams or every nature, whether transcribed by hand or by some mechanical, electronic, photographic or other means, as well as sound reproductions of oral statements or conversations by whatever means made, including written papers or memoranda which summarize oral conversations, whether in your actual or constructive possession or under your control or not, relating to or pertaining to or in

any way to the subject matters in connection which it is used and includes originals, all file copies, all other copies, no matter how prepared and all drafts prepared in connection with such writing, whether used or not, including by way of illustration and not by way of limitation, the following: books; records; reports; contracts; agreements; video, audio and other electronic recordings; memoranda (including written memoranda of telephone conversations, other conversations, discussions, agreements, acts and activities); minutes; diaries; calendars; desk pads; scrapbooks; notes; notebooks; correspondence; drafts; bulletins; electronic mail (e-mail); facsimiles; circulars; forms; pamphlets; notice; statements; journals; postcards; letters; telegrams; publications; inter- and intra- office communications; photocopies; microfilm; maps; drawings; diagrams; sketches; analyses; transcripts; electronically stored information (ESI) and any other documents within defendant's possession, custody or control from which information can be obtained or translated, if necessary, by detection devices into reasonably usable form, i.e. typed in English.

- H. "Electronically stored information" and "ESI" means any Information on operational systems including accounting, financial, distribution, or manufacturing systems; E-mail; Instant Messages (IM); Web pages; text messages; cell phone data; Excel spreadsheets and underlying formulae; metadata; computer databases (i.e., Access); erased, fragmented or damaged data; Blackberry data; and anything stored on computer or other electronic means located on or in, but not limited to cache memory; optical disks; magnetic tapes/back-up tapes; magnetic disks (hard drive, floppy disks, etc.); PDAs, Blackberries and Palm Pilots; cell phones; IM tools; or USB drives.
- I. The words "or" and "and" shall be read in the conjunctive and not in the disjunctive wherever they appear, and neither of these words shall be interpreted to limit the scope of a request. The use of a verb in any tense shall be construed as the use of the verb in all other tenses and the singular form shall be deemed to include the plural, and vice-versa. The singular form of any noun shall be deemed to include the plural, and vice-versa.
- J. "Request," and "Requests" mean and are limited to the numerical requests set forth in this motion for production of documents.
- K. "Plaintiff" means the Plaintiff, Brian Charles Vaeth, bringing this civil action.

DOCUMENT REQUESTS

1. Any and all written correspondence between Plaintiff and Defendants between January of 2000 and the present date that relate directly to the contract between said parties.
2. Any and all records of oral communication between Plaintiff and Defendants and the present date that relate directly to the contract described in Request #1.
3. Any and all internal communication between January 2000 and the present date between any of the following parties: former Baltimore City Mayors Martin O'Malley, Sheila Dixon, and Stephanie Rawlings-Blake, current Mayor Catherine Pugh, the Baltimore City Council, the Baltimore City Board of Estimates, IAFF Local 734, the Fire and Police Employees Retirement

System, Mercy PSI, the Baltimore City Inspector General, the Chief of Baltimore City Fire Department, and Baltimore City Deputy Fire Chief Rod Devilbiss, Jr. relating to the contract described in Request #1.

4. Any and all internal communication between any of the following parties: former Baltimore City Mayors Martin O'Malley, Sheila Dixon, and Stephanie Rawlings-Blake, current Mayor Catherine Pugh, the Baltimore City Council, the Baltimore City Board of Estimates, IAFF Local 734, the Fire and Police Employees Retirement System, Mercy PSI, the Baltimore City Inspector General, the Chief of Baltimore City Fire Department, and Deputy Chief Rod Devilbiss, Jr. relating to the contract described in Request #1, that are not duplicative of those documents produced pursuant to Request #2.
5. Any and all written communication between the Baltimore City Solicitor and the third-party vendor(s) that were contracted for services related to the contract described in Request #1, that relates directly to the retention of medical and employee records of Plaintiff.

Respectfully,

Brian Charles Vaeth
8225 Poplar Mill Road
Nottingham, Maryland 21236
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