

Jane C. Mariani, SBN 313666  
**Law Office of Jane C. Mariani**  
584 Castro Street, #687  
San Francisco, CA 94114  
mariani.advocacy@gmail.com  
(415) 203-2453

*Attorney for Plaintiffs*

**IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF CALIFORNIA  
SAN FRANCISCO DIVISION**

KEVIN E. BYBEE, JOHN R. SCHOLZ,  
SALLY A. DILL, and VICTOR H.  
DRUMHELLER as individuals and plan  
participants in The Continental Retirement  
Plan;

on behalf of themselves and all others  
similarly situated; and on behalf of The  
Continental Retirement Plan;

Plaintiffs,

vs.

INTERNATIONAL BROTHERHOOD OF  
TEAMSTERS, a labor organization; JAMES  
HOFFA, in his official capacity as the General  
President of the International Brotherhood of  
Teamsters; PETER FINN, in his official  
capacity as the Principal Officer of Teamsters  
Local 856; CHRISTOPHER GRISWOLD, in  
his official capacity as the Principal Officer of  
Teamsters Local 986; PAUL STRIPLING, in  
his official capacity as Principal Officer of  
Teamsters Local 781; GEORGE MIRANDA,  
in his official capacity as Principal Officer of  
Teamsters Local 210; UNITED AIRLINES,  
INC., a Delaware corporation; UNITED  
AIRLINES HOLDINGS, INC., a Delaware  
corp.; the UNITED AIRLINES HOLDINGS'  
ADMINISTRATIVE COMMITTEE, named  
fiduciary of The Continental Retirement Plan.

Defendants.

Case No.: 3:18-cv-06632-JD

**DECLARATION OF JANE C. MARIANI  
IN SUPPORT OF PLAINTIFFS'  
MOTION FOR EXPEDITED AND  
LIMITED JURISDICTIONAL  
DISCOVERY, FOR ENLARGING THE  
TIME FOR PLAINTIFFS' OPPOSITION  
TO THE DEFENDANTS MOTIONS TO  
DISMISS, AND FOR SHORTENING THE  
TIME FOR HEARING.**

Hearing Date: February 4, 2021

Hearing Time: 10:00 a.m.

Hearing Place: Courtroom 11 (19th Floor)

Judge: Hon. James Donato

**DECLARATION OF JANE C. MARIANI**

Pursuant to 28 U.S.C. § 1746, I, Jane C. Mariani, hereby declare as follows:

1. I am an attorney licensed to practice law in the state of California and I am admitted to the bar of the United States District Court for the Northern District of California and I am counsel to the Plaintiffs. I make this declaration in support of the Plaintiffs' Motion for Expedited and Limited Jurisdictional Discovery, for Enlarging Time to Oppose Defendants Motions to Dismiss, and for Shortening the Time for Hearing this Motion on personal knowledge.

2. Attached hereto as Exhibit A is a Proposed Discovery Plan.

3. Attached hereto as Exhibit B is a true and correct copy of emails exchanged between myself and Susan Garea, Esq., counsel of record in this litigation for all union Defendants - International Brotherhood of Teamsters, James Hoffa, Peter Finn, Christopher Griswold, George Miranda, and Paul Stripling.

4. The copies of emails in Exhibit B document multiple efforts to stipulate to expedited and limited jurisdictional discovery prior to filing the present motion and to secure initial disclosures dating from March 20, 2019.

5. On November 6, 2020, I personally spoke to and with Defendants' counsel regarding matters pertinent to the current action before this Court, including the ongoing issue of production of Initial Disclosure documents still yet to be completed after almost two-years. During the entirety of this conversation, Defendants' counsel never mentioned, discussed, or inquired about Plaintiffs' position regarding Defendants moving for lack of personal jurisdiction for Defendants Miranda and Stripling in response to Plaintiffs' Second Amended Complaint.

6. Attached hereto as Exhibit C is a true and correct copy of the uncontested Conference Agreement letter, I sent to Defendants' counsel following the November 6, 2020, conference.

1 7. I personally spoke to and with Defendants' counsel again on November 17, 2020,  
2 regarding pertinent matters to the current action before this Court, specifically, the deadline for  
3 Defendants to fully comply and produce the Initial Disclosure documents. Defendants requested  
4 a deadline of January 15, 2021, for production and Plaintiffs agreed. During the entirety of this  
5 conversation, Defendants' counsel never mentioned, discussed, or inquired about Plaintiffs'  
6 position regarding Defendants moving for lack of personal jurisdiction for Defendants Miranda  
7 and Stripling in response to Plaintiffs' Second Amended Complaint.  
8

9 8. Attached hereto as Exhibit D is a true and correct copy of the uncontested Conference  
10 Agreement letter, I sent to Defendants' counsel following the November 17, 2020, conference.  
11

12 9. On December 7, 2020, following Defendants' filing of two Rule 12(b) motions to dismiss  
13 on November 20, 2020, I personally spoke to and with Defendants' counsel regarding matters  
14 pertinent to the current action before this Court, specifically, the filing by Defendants of two Rule  
15 12(b) motions - the first, a Rule 12(b)(2) motion to dismiss for lack of personal jurisdiction and  
16 the second, a Rule 12(b)(1), (6) motion to dismiss for lack of subject matter and for failure to  
17 state a claim upon which relief could be granted. Defendants had not conferred with Plaintiffs  
18 prior to filing two motions.  
19

20 10. I discussed with Defendants' counsel the lack of prior conference and the inappropriate  
21 filing two Rule 12 motions, specifically referring counsel to Rule 12(g).  
22

23 11. I proposed the parties stipulate to an expedited and limited jurisdictional discovery plan.  
24 I outlined the proposed discovery plan, attached to this motion as Exhibit A; a proposed schedule  
25 for discovery collection and completion; and a proposed briefing schedule. Defendants counsel  
26 was opposed to any discovery beyond limiting jurisdictional discovery to two interrogatories;  
27 Defendants' counsel would not agree to anything beyond that.  
28



1 12. The parties could not reach an agreement and no stipulation was entered. I informed  
2 Defendants' counsel I would be filing a motion for expedited and limited jurisdictional discovery,  
3 enlargement of the time to respond to Defendants' two Rule 12(b) motions, and to shorten the  
4 time to hear the motion.  
5

6 13. Defendants' counsel stated Defendants opposition to the expedited and limited  
7 jurisdictional discovery; however, Defendants' counsel did not object to the motion to shorten  
8 the time to hear the motion.  
9

10 14. Following this conference, I sent notice to all Defendants' counsel of record, including  
11 the United Defendants' counsel of record, Chris Hollinger, Esq., regarding Plaintiffs' Motion for  
12 Expedited and Limited Jurisdictional Discovery. I did not and have not received a response from  
13 to this email.  
14

15 15. Attached hereto as Exhibit E is a true and correct copy of the email reference above sent  
16 on December 8, 2020, regarding Plaintiffs' motion for Expedited and Limited Jurisdictional  
17 Discovery.  
18

19 16. The nature of the underlying dispute addressed by the motion is Plaintiffs' request for  
20 specific, targeted, expedited jurisdictional discovery to obtain additional evidence on Defendants'  
21 contacts with California and this District.  
22

23 17. Plaintiffs seek a shortening of time to for the Court to hear this Motion because it needs  
24 expedited jurisdictional discovery to properly oppose Defendants' motions to dismiss currently  
25 to be heard on February 4, 2021.  
26

27 18. Plaintiffs will be substantially harmed and prejudiced if the Court does not grant its  
28 request for shortening of time to hear this motion because Plaintiffs will be unable to complete  
jurisdictional discovery before the Court decides the Rule 12(b) motions.

1 19. Because Local Rule 7-2(a) requires motions to be noticed no fewer than 35-days from the  
2 filing date and because this motion is filed on January 4, 2021, the 35-day rule would not be  
3 complied with.

4  
5 20. Plaintiffs seek a reasonable time to take jurisdictional discovery and requests the Court  
6 hear this Motion and decide the Motion prior to deciding the Rule 12(b) motions before the Court.

7 I declare under penalty of perjury the foregoing is true and correct.

8 Executed this 4th day of January, 2020, in Delray Beach, Florida.

9  
10 Respectfully submitted:

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13 \_\_\_\_\_  
14 JANE C. MARIANI, *Declarant*  
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## EXHIBIT A

### **PROPOSED DISCOVERY PLAN**

Plaintiffs propose the following limited discovery plan to garner additional facts to decide the jurisdictional question presented by Defendants' motions to dismiss. Discovery will be focused on the specific issues and factual matters raised and put into question by the Defendants in their motions. It will consist of no more than four depositions, five interrogatories, and ten document production requests, and will seek to be concluded within thirty days of initiation.

### **DEPOSITIONS**

Plaintiffs request limited 2-hr depositions from Defendant Miranda, Defendant Stripling, Business Agent Vincent Graziano, and Chief Steward Michael Pecoraro, related to the matters associated with the issues, facts, or arguments addressed in Defendants' Miranda and Stripling Motion to Dismiss for Lack of Personal Jurisdiction, Docket No. 96.

### **INTERROGATORIES**

Interrogatories will cover the following issues, factual matters and/or areas of inquiry related to the Defendants' motions to dismiss.

1. Identification of the officials who are or were responsible for or associated with the pension plan and profit-sharing plan negotiations, decisions, and administration for Plaintiffs and others similarly situated.
2. Issues associated with union structures, organizational responsibilities, and related contracts, agreements, methods and division of responsibilities and operations between the International Brotherhood of Teamsters and its affiliated local unions.
3. Issues associated with requests made by the International Brotherhood of Teamsters and its affiliated local unions related to the processing of grievances, the releasing of grievants from union support to proceed on a no fund basis to prosecute a grievance, and the required grievance

process agreed to under the collective bargaining agreements, with former United Air Lines, Inc., former Continental Airlines, Inc., United Airlines, Inc., former UAL Corporation, Inc., former United Continental Holdings, Inc., and United Airlines' Holdings, Inc.

4. Issues surrounding communications between and among the International Brotherhood of Teamsters, the International Brotherhood of Teamsters affiliated local unions, former United Air Lines, Inc., former Continental Airlines, Inc., United Airlines, Inc., former UAL Corporation, Inc., former United Continental Holdings, Inc., and United Airlines' Holdings, Inc. related to the processing of grievances, the releasing of grievants from union support to proceed on a no fund basis to prosecute a grievance, and the required grievance process agreed to under the collective bargaining agreements.

5. Officials dealing with or having custody of collective bargaining agreements, contracts, letters of agreements, addendums, memorandum of understanding, and other material associated with the organizational and structural arrangements and responsibilities; methods of operations, financial oversight arrangements and other business activities related to grievances, pension plans, and profit-sharing plans.

### **DOCUMENT PRODUCTION**

A limited number of documents will be requested focusing on the following issues:

1. Copies of all documents, e-mail communications, notes or written materials in any form whether internal or external, related to the International Brotherhood of Teamsters and all of its affiliated local unions and former United Air Lines, Inc., former Continental Airlines, Inc., United Airlines, Inc., former UAL Corporation, Inc., former United Continental Holdings, Inc., and United Airlines' Holdings, Inc. efforts to carry out the pension plan, the profit sharing plan, the grievance process.



## EXHIBIT B



Jane Mariani &lt;mariani.advocacy@gmail.com&gt;

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**Bybee et al v. IBT et al - Meet and confer Re Jurisdictional Discovery**

7 messages

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**Jane Mariani** <mariani.advocacy@gmail.com>  
To: "Susan K. Garea" <sgarea@beesontayer.com>

Mon, Nov 30, 2020 at 5:01 PM

Hello Ms. Garea - I hope you had a nice Thanksgiving holiday.

I would like to schedule a meet and confer regarding the recently filed motion to dismiss for lack of personal jurisdiction.

Plaintiffs would like to conduct jurisdictional discovery and therefore, I would like to discuss whether Defendants will oppose Plaintiffs' moving for a motion for jurisdictional discovery.

And, I would like to offer a stipulated briefing schedule tied to the jurisdictional discovery which would permit Plaintiffs to include the acquired discovery in Plaintiffs' opposition to Defendant Miranda's and Defendant Stripling's motion to dismiss.

Please let me know what your schedule will permit and I will do my best to accomodate.

Thank you,  
Jane

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**Susan K. Garea** <sgarea@beesontayer.com>  
To: Jane Mariani <mariani.advocacy@gmail.com>

Mon, Nov 30, 2020 at 11:11 PM

Jane:

I am in negotiations or hearings every day this week. I am available to meet and confer next Monday, January 7.

Susan K. Garea

Beeson, Tayer & Bodine

483 Ninth Street

Oakland, CA 94607

[www.beesontayer.com](http://www.beesontayer.com)

510 625 9700

510 625 8275

[SGarea@beesontayer.com](mailto:SGarea@beesontayer.com)

[Quoted text hidden]

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**Susan K. Garea**



Attorney

www.beesontayer.com

483 Ninth Street, Suite 200 P: (510) 625-9700  
Oakland, CA 94607 F: (510) 625-8275

**CONFIDENTIALITY NOTICE:**

The information contained in this communication from [sgarea@beesontayer.com](mailto:sgarea@beesontayer.com) sent at 2020-11-30 23:11:52 (Eastern) may contain confidential and/or privileged information. It is intended solely for use by [mariani.advocacy@gmail.com](mailto:mariani.advocacy@gmail.com) and others authorized to receive it. If you are not [mariani.advocacy@gmail.com](mailto:mariani.advocacy@gmail.com) you must not use, copy, disclose or take any action based on this message or any information herein. If you have received this message in error, please advise the sender immediately by reply e-mail and delete this message. Thank you for your cooperation.

**NOTE:**

As a result of the COVID-19 Virus and the federal, state, and local mandates, all Beeson, Tayer & Bodine attorneys and staff are working remotely. Further, the buildings housing our offices have closed. While we are able to receive US Mail, our ability to receive other deliveries (UPS/DHL etc.) is extremely limited at this time. Thus, we are asking that you refrain from sending any correspondence or documents by overnight delivery at this time and instead use email or a file transfer for large files. Thank you for your consideration and professional courtesy. Please contact our offices with any questions.

**Jane Mariani** <[mariani.advocacy@gmail.com](mailto:mariani.advocacy@gmail.com)>  
To: "Susan K. Garea" <[sgarea@beesontayer.com](mailto:sgarea@beesontayer.com)>

Tue, Dec 1, 2020 at 7:36 AM

Hello again:

I want to clarify your availability. Did you mean Monday, December 7th?

If you did mean Monday, December 7th, that will work with my schedule, please just provide me a time.

Thank you,  
Jane

[Quoted text hidden]

**Susan K. Garea** <[sgarea@beesontayer.com](mailto:sgarea@beesontayer.com)>  
To: Jane Mariani <[mariani.advocacy@gmail.com](mailto:mariani.advocacy@gmail.com)>

Tue, Dec 1, 2020 at 9:16 AM

I did. How about December 7 at 2pm. I can do after 2 as well.

Susan Garea  
BEESON, TAYER & BODINE  
Sent from my iPhone

On Dec 1, 2020, at 4:36 AM, Jane Mariani <[mariani.advocacy@gmail.com](mailto:mariani.advocacy@gmail.com)> wrote:

Hello again:

[Quoted text hidden]

[Quoted text hidden]

[Quoted text hidden]

&lt;0.gif&gt;

**Susan K. Garea**  
Attorney

[www.beesontayer.com](http://www.beesontayer.com)

483 Ninth Street, Suite 200 P: (510) 625-9700  
Oakland, CA 94607 F: (510) 625-8275

**CONFIDENTIALITY NOTICE:**

The information contained in this communication from [sgarea@beesontayer.com](mailto:sgarea@beesontayer.com) sent at 2020-11-30 23:11:52 (Eastern) may contain confidential and/or privileged information. It is intended solely for use by [mariani.advocacy@gmail.com](mailto:mariani.advocacy@gmail.com) and others authorized to receive it. If you are not [mariani.advocacy@gmail.com](mailto:mariani.advocacy@gmail.com) you must not use, copy, disclose or take any action based on this message or any information herein. If you have received this message in error, please advise the sender immediately by reply e-mail and delete this message. Thank you for your cooperation.

**NOTE:**

As a result of the COVID-19 Virus and the federal, state, and local mandates, all Beeson, Tayer & Bodine attorneys and staff are working remotely. Further, the buildings housing our offices have closed. While we are able to receive US Mail, our ability to receive other deliveries (UPS/DHL etc.) is extremely limited at this time. Thus, we are asking that you refrain from sending any correspondence or documents by overnight delivery at this time and instead use email or a file transfer for large files. Thank you for your consideration and professional courtesy. Please contact our offices with any questions.

[Quoted text hidden]



**Jane Mariani** <[mariani.advocacy@gmail.com](mailto:mariani.advocacy@gmail.com)>  
To: "Susan K. Garea" <[sgarea@beesontayer.com](mailto:sgarea@beesontayer.com)>

Tue, Dec 1, 2020 at 10:57 AM

Ok, I thought so. Yes, 2pm Pacific time will be fine. I have a call right before that so I will call you if that is okay? Same phone number as last time?

[Quoted text hidden]

**Susan K. Garea** <[sgarea@beesontayer.com](mailto:sgarea@beesontayer.com)>  
To: Jane Mariani <[mariani.advocacy@gmail.com](mailto:mariani.advocacy@gmail.com)>

Tue, Dec 1, 2020 at 11:02 AM

Yes, same number. Talk to you then.

Susan Garea  
BEESON, TAYER & BODINE  
Sent from my iPhone

On Dec 1, 2020, at 7:56 AM, Jane Mariani <[mariani.advocacy@gmail.com](mailto:mariani.advocacy@gmail.com)> wrote:

[Quoted text hidden]

**Jane Mariani** <[mariani.advocacy@gmail.com](mailto:mariani.advocacy@gmail.com)>  
To: "Susan K. Garea" <[sgarea@beesontayer.com](mailto:sgarea@beesontayer.com)>

Tue, Dec 1, 2020 at 3:46 PM

Confirmed.

[Quoted text hidden]

## EXHIBIT C



**The Law Office of Jane Catherine Mariani**  
Jane C. Mariani, Attorney and Counselor at Law  
584 Castro Street, #687, San Francisco, CA 94114  
mariani.advocacy@gmail.com \* (415) 203-2453

Susan K. Garea, Esq.  
Beeson, Tayer & Bodine  
483 Ninth Street  
Oakland, CA 94607  
(510) 625-9700  
(510) 625-8275  
(415) 608-1382  
sgarea@beesontayer.com

*Sent via Email and  
First Class Mail*

November 7, 2020

**RE: Bybee et al v. IBT et al - Discovery Issues Meet and Confer - Conference Agreements**

Dear Ms. Garea:

This letter is to confirm the agreements we reached during our November 6, 2020 meet and confer conference held via telephone regarding Defendants International Brotherhood of Teamsters, James Hoffa, Peter Finn, Christopher Griswold, Paul Stripling, and George Miranda (collectively hereinafter "Defendants") responses to Plaintiffs' First Request for the Production of Documents.

Plaintiffs are seeking additional documents responsive to their First Request for Production of Documents, specifically, Plaintiffs' Request Nos. 1 and 5.

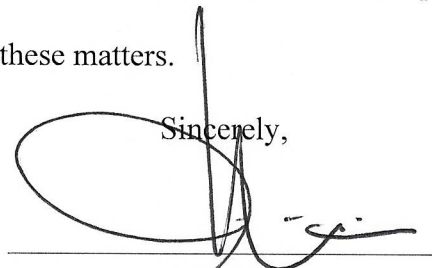
As to Plaintiffs' Requests No. 1, we agreed there are two responsive collective bargaining agreements between United Airlines and the International Brotherhood of Teamsters covering the United mechanics. I referred to these agreements as the 2010 collective bargaining agreement and the 2016 collective bargaining agreement. We discussed the fact that the document produced for the 2010 collective bargaining agreement was the tentative agreement and not the final, fully executed version. Plaintiffs objected to not receiving the final, fully executed 2010 agreement.

Plaintiffs requested that you produce the final, fully executed version of the 2010 collective bargaining agreement, complete with signature page(s). You agreed to review this request with your clients. We further agreed we would re-conference on this issue on Friday, November 13, 2020, at 2 p.m. PST.

We also discussed Plaintiffs' Request No. 5. Plaintiffs objected to the completeness of this response and the need for Defendants to supplement this response. Plaintiffs specifically referred you to pages 633-667 of Defendants' Responses to Plaintiffs' First Request for Production of Documents and I provided examples of missing documents - i.e. incomplete grievance paperwork, missing emails, missing text messages, and other communications. You agreed to review this objection and request for additional responses with your clients. We further agreed we would re-conference on this issue on Friday, November 13, 2020, at 2 p.m. PST.

If the above is an inaccurate summary of our meet and confer conference, please advise of the same in writing. Thank you for your attention to this matter and I look forward to resolving the outstanding issues promptly. Please let me know if I can provide any further assistance in order to facilitate resolution of these matters.

Sincerely,

A handwritten signature in black ink, appearing to read 'Jane C. Mariani', is written over a horizontal line. The signature is stylized with a large loop at the beginning and a long, thin vertical stroke extending upwards.

JANE C. MARIANI,  
*Counsel for Plaintiffs Kevin E. Bybee et al*

## EXHIBIT D

**The Law Office of Jane Catherine Mariani**  
Jane C. Mariani, Attorney and Counselor at Law  
584 Castro Street, #687, San Francisco, CA 94114  
mariani.advocacy@gmail.com \* (415) 203-2453

Susan K. Garea, Esq.  
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Oakland, CA 94607  
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(510) 625-8275  
(415) 608-1382  
sgarea@beesontayer.com

*Sent via Email and  
First Class Mail*

November 18, 2020

**RE: Bybee et al v. IBT et al - Discovery Issues Second Meet and Confer - Agreements**

Dear Ms. Garea:

This letter is to confirm the agreements we reached during our November 17, 2020, meet and confer conference held via telephone regarding Defendants International Brotherhood of Teamsters, James Hoffa, Peter Finn, Christopher Griswold, Paul Stripling, and George Miranda (collectively, "Defendants") responses to Plaintiffs' First Request for the Production of Documents.

We previously agreed you would confer with your clients for further clarification on the issues we discussed in our previous conference and we would conference on Friday, November 13, 2020. At your request, we rescheduled the November 13th conference to Tuesday, November 17, 2020. While we have made progress of sorts, none of the issues have been resolved nor have any additional documents been produced to Plaintiffs.

As to Plaintiffs' First Request for Production of Documents Request No. 1, we previously agreed there are two responsive collective bargaining agreements between United Airlines and the International Brotherhood of Teamsters covering the United Mechanics. I referred to these agreements as the 2010 sUA Mechanics Agreement and the 2016 Joint Mechanics Agreement. We

previously discussed the fact that the document produced for the 2010 sUA Mechanics Agreement is a tentative agreement and not a final, fully executed version. Plaintiffs objected to not receiving the final, fully executed 2010 agreement and requested Defendants produce a final, fully executed version of the 2010 sUA Mechanics Agreement, complete with signature page(s).

Addressing this issue, you stated "my clients never created that document because a joint agreement" was imminent. You stated that, under the Railway Labor Act, all that is required of employer union negotiated contracts is that such contracts be ratified. You further stated because no one disagrees the tentative agreement is the agreement the parties operated under, there is no requirement that the agreement be in any specific form that the agreement is not required to be signed or have all terms evidenced for it to be a final, fully executed agreement. I found those statements to be "extraordinary," vehemently disagreeing.

I also pointed out that the 2009 sCO Mechanics Agreement, similarly negotiated, ratified, finalized, and fully executed in anticipation of an imminent joint agreement as the 2010 sUA Mechanics Agreement by Defendants, had all terms, was signed, reproduced, and distributed as required. Why would Defendants do that for sCO Mechanics and not sUA Mechanics especially since there was a contractual requirement to provide sUA Mechanics with a final, fully executed version pursuant to Article 21, Paragraph K of the 2010 sUA Mechanics Agreement. You did not provide any clarification or explanation. You stated Defendants would not produce a final, fully executed version of the 2010 sUA Mechanics Agreement. Plaintiffs do not accept this response.

We next discussed Plaintiffs' First Request for Production of Documents Request No. 5. You stated Defendants had understood Plaintiffs' request to only include Defendant International Brotherhood of Teamsters or "the national office." You stated Defendants now appreciated the scope of the request should be broader than that and Defendants would expand the search.



We next discussed Plaintiffs' First Request for Production of Documents Request No. 2. We had not discussed this previously; however, in preparation for the conference, Plaintiffs review revealed the incompleteness of Defendants' response to this request. We agreed the issue was similar to the above Request No. 5 in that a misunderstanding of the scope of Plaintiffs' request and the newly added Defendants were the reason for the incomplete response. We agreed you would confer with your clients and request Defendants undertake another search responsive to this request.

Lastly, we discussed a timeframe for Defendants to provide supplemental responses. We agreed the public health crisis posed challenges to compliance. We agreed to a January 15, 2021, deadline to comply.

If the above is an inaccurate summary of our meet and confer conference, please advise of the same in writing. Please let me know if I can provide any further assistance in order to facilitate resolution of these matters.

Sincerely,



JANE C. MARIANI,  
*Counsel for Plaintiffs Kevin E. Bybee et al*

## EXHIBIT E



Jane Mariani <mariani.advocacy@gmail.com>

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## Bybee et al v IBT et al - Motion for Expedited Discovery

1 message

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**Jane Mariani** <mariani.advocacy@gmail.com>

Tue, Dec 8, 2020 at 11:28 PM

To: "Susan K. Garea" <sgarea@beesontayer.com>, "Hollinger, Chris" <chollinger@omm.com>

Hello:

Ms. Garea this email is to confirm our discussions on Monday, December 7, 2020, regarding the two Rule 12 motions the Union Defendants filed on November 20, 2020.

Plaintiffs sought agreement / stipulation on limited expedited jurisdictional discovery. Unfortunately, the parties could not reach an agreement - the main opposition was the Union Defendants not wanting to permit limited two-hour depositions of Miranda and Stripling.

The parties then discussed Plaintiffs' Motion for Expedited Discovery to be filed concurrent with Plaintiffs' response to the already filed motions on January 4th. The parties agreed Plaintiffs could request the matter be heard on February 4th, the same hearing date as the other motions, if accepted by the court.

Mr. Hollinger, I have included you in this email to inform you of these developments.

If anything is inaccurate, please let me know.

Thank you,  
Jane

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