

**SUPERIOR COURT OF CALIFORNIA
COUNTY OF ALAMEDA**

Plaintiff	Case No. RG11 CASE MANAGEMENT ORDER re: <p style="text-align: center;">DESIGNATED DEFENSE COUNSEL</p>
, et al.,	ASSIGNED FOR ALL PRE-TRIAL PURPOSES TO: JUDGE JO-LYNNE Q. LEE <p style="text-align: center;">DEPARTMENT 30</p>
Defendants	

THE COURT HAS ORDERED THE FOLLOWING:

Pursuant to California Rules of Court (CRC) 3.400 and 3.403(b), the Court hereby determines that the above captioned asbestos litigation is a “complex case” and shall be governed pursuant to CRC 3.501 et. seq. and 3.750 providing for the coordination and management of complex cases. Pursuant to CRC Rule 3.750, the Court finds that the appointment of a “Designated Defense Counsel” to coordinate certain discovery by and between the multiple parties involved in this complex litigation is necessary to curtail and prevent unnecessary, repetitious and/or burdensome discovery and motion practice, and will assist parties to reasonably prepare for trial in the most efficient, rational and least oppressive manner.

WHEREFORE, it is hereby ordered:

1. **DESIGNATED DEFENSE COUNSEL.** The law firm of Berry & Berry, 2930 Lakeshore Avenue, Oakland, CA 94610 has been PROVISIONALLY appointed Designated

Defense Counsel in this matter under separate order and all references hereafter to “Designated Defense Counsel” shall mean provisionally appointed Designated Defense Counsel Berry & Berry.. Until further or other order is issued by the Court, said Designated Defense Counsel shall coordinate the procurement, exchange and scheduling of certain joint pre-trial discovery, as specified below:

(a) The Designated Defense Counsel herein is appointed solely to coordinate the procurement and scheduling of certain pretrial discovery activities described herein and to report progress of said coordinated discovery activities to the Court as required. Designated Defense Counsel shall not be deemed an attorney for any defendant solely as a result of such activities. Designated Defense Counsel’s activities under this Order do not include, among other things, case evaluation or medical evaluation; calendaring or preparation of motions; and/or appearing at or taking of depositions.

(b) Nothing done by Designated Defense Counsel under this Order shall be deemed to be a waiver by participating defendants of the attorney-client privilege and/or disclosure of confidential attorney work product, including but not limited to receiving, generating, and/or disseminating notes of conversations with medical expert witnesses.

(c) This order does not preclude Designated Defense Counsel from providing, performing or contracting with any defendant or defense counsel for services beyond those authorized in this Order in connection with this action, so long as there is no conflict of interest or other impropriety that does or may result from said activities or representation and/or conflict(s) have been waived by all interested and affected parties. Any such additional services shall be charged only to defendants requesting and contracting for said additional services.

(d) Upon written notification, with service upon Plaintiff’s counsel and the Court, that all defendants remaining in this action no longer elect to utilize the services of the Designated Defense Counsel and/or no longer elect to schedule or coordinate with the Designated Defense Counsel, the Court shall promptly make a determination whether to set aside this Order, or any parts thereof, and/or whether to replace this Order with any other order that will achieve and/or maintain cost-effective, efficient and reasonable case management of this action. Upon said notification Designated Defense Counsel shall have no further responsibility to perform the functions authorized under this Order until and unless further ordered by the Court to resume said duties. However Designated Defense Counsel shall be paid for the reasonable costs and fees incurred by participating defendants up to the time this order is or has been withdrawn, or modified.

2. **SERVICE OF PLEADINGS AND OTHER CORRESPONDENCE.** All counsel shall serve the Designated Defense Counsel with copies of all pleadings and correspondence concerning discovery in this action. Designated Defense Counsel shall appear on the service list of pleadings filed pursuant to this Order as “Designated Defense Counsel.”

Designated Defense Counsel’s performance of the functions listed below shall not constitute a general appearance in this matter.

3. **DEFENSE STEERING COMMITTEE.** A Defense Steering Committee should be established composed of and open to any interested defense counsel to work with the Designated Defense Counsel in the coordination of defense discovery and for the purpose of resolving any dispute which may arise among defendants regarding discovery. Designated Defense Counsel shall meet with the Defense Steering Committee, if such a committee is established by defendants, on a regular basis in the execution of its duties and responsibilities under this Order. Absent the existence of a Defense Steering Committee, Designated Defense Counsel shall meet and confer with all defendants on a regular basis in the execution of its duties and responsibilities under this Order. Any dispute that cannot be resolved among and between defendants, or among and between defendants and Designated Defense Counsel, after reasonable meet and confer, shall be referred to the Court upon noticed motion.

4. **DOCUMENT DEPOSITORY AND COPYING SERVICE.** Designated Defense Counsel shall be responsible for the identification and selection of a document depository for all documents, materials and records procured and maintained by the Designated Defense Counsel pursuant to this order. Upon request of the Designated Defense Counsel a party shall allow Designated Defense Counsel to copy any records obtained by a party, without the assistance of Designated Defense Counsel. All parties shall have access to documents, materials and records maintained in the document depository for inspection or copying upon reasonable notice to Designated Defense Counsel and as otherwise provided in this order. Designated Defense Counsel may arrange for a copying service in carrying out the functions set forth in this order. Any defendant requesting copies of records from Designated Defense Counsel shall pay for the reasonable costs and fees for said copies as further detailed below.

5. **OPT-OUT PROVISIONS.** Any defendant may opt not to participate in all or part of certain discovery functions under this Order by providing timely, written notice to Designated Defense Counsel as further provided herein.

Notwithstanding the foregoing, all defendants shall be required to share the Designated Defense Counsel’s reasonable fees and costs for certain functions required of Designated Defense

Counsel under this Order which the Court deems benefit all defendants equally. Said “non-optional” functions are delineated and identified below.

6. **DESIGNATED DEFENSE COUNSEL FUNCTIONS.** Designated Defense Counsel shall perform the following functions:

A. **STANDARD INTERROGATORIES**

(1) Plaintiff (s) Responses to Standard Interrogatories to Plaintiff(s) shall be served upon the office of the Designated Defense Counsel who shall maintain the original of said responses. Copies of the Plaintiff(s) responses to Standard Interrogatories shall be served by Plaintiff(s) on all defendants through their counsel.

(2) Requests for extension of time to respond to standard interrogatories shall be addressed to Designated Defense Counsel. No extension shall be for more than two (30) day extensions without court order and with notice to all parties. No extensions will be granted, absent court order, where settlement conferences, motions to advance, motions for preference, trial setting conferences, or trials have been set. Notice of all extensions shall be provided by plaintiff’s counsel to all defendants. Defendants shall notify Designated Defense Counsel of any motion being made to the court respecting responses to Standard Interrogatories, prior to filing said motion(s), as part of the statutory “meet and confer” required prior to filing discovery motions.

B. **PLAINTIFF(S) DEPOSITIONS**

(1) Designated Defense Counsel shall meet and confer with the Defense Steering Committee and any other interested defense counsel respecting the scheduling, timing, priority and protocol for the taking of Plaintiff(s) deposition(s). Designated Defense Counsel will disseminate a proposed deposition schedule to all defense counsel (in its monthly report or otherwise) and specify the deadline for any defendant to opt out from attending or participating in any scheduled deposition(s). Upon expiration of the time specified for defendants to communicate with Designated Defense Counsel the election not to participate, Designated Defense Counsel shall schedule, notice and coordinate the deposition(s).

(2) Designated Defense Counsel will meet and confer with plaintiff counsel to schedule and coordinate the depositions of plaintiff(s). No defendant shall notice, schedule, cancel or withdraw notice of any plaintiff(s) deposition without prior coordination with and approval of the Designated Defense Counsel, absent court order.

C. **DEFENSE MEDICAL EXAMINATIONS AND JOINT DEFENSE REVIEWS.**

(1) The Defense Steering Committee and any other interested defense counsel shall meet and confer with Designated Defense Counsel to identify and discuss coordination of and

protocols for joint defense medical examinations and/or joint medical reviews. The results of any agreements reached following this meet and confer shall be provided by Designated Defense Counsel to all defense counsel. Upon expiration of the time specified for defendants to opt out of participating in any said medical examination, test, screening or review, Designated Defense Counsel shall schedule, notice, and coordinate these procedures.

(2) All reports resulting from such medical examination, assessment, or reviews shall be obtained by Designated Defense Counsel and disseminated to those defendants who have agreed to participate in and pay for this function.

D. RECORD PROCUREMENT

(1) Designated Defense Counsel shall be responsible for initiating the procedures necessary to obtain plaintiff(s) medical and employment records and related medical evidence (e.g. radiographs, x-rays, photographs, pathology specimens) and advise all defendants, in its monthly report or otherwise, that initial procurement has commenced in this case. Upon expiration of the time specified for defendants to communicate to Designated Defense Counsel the election not to participate in this function, the Designated Defense Counsel shall initiate and obtain stipulations, authorizations, subpoenas and waivers as necessary to procure and shall procure the identified relevant medical and employment records and related medical evidence.

(2) No other defendant shall initiate procedures to obtain the records and evidence herein described, absent court order.

(3) Any request by a defendant for inspection or copying of records described herein made to Designated Defense Counsel shall constitute an election by said defendant to participate in this function of the Designated Defense Counsel and said defendant shall pay its per capita share of the costs of obtaining said records or evidence.

(4) Designated Defense Counsel shall be the sole repository of radiographs, pathology materials, and other related medical evidence for the defendants. Designated Defense Counsel shall be responsible for arranging for the orderly inspection of and/or access to said medical evidence among and between the parties. Plaintiff(s) and those defendants participating in this function shall have reasonable and timely access to said materials. Any request for inspection or access to medical materials deposited with Designated Defense Counsel shall constitute an election by said defendant to participate in this function.

E. DEPOSITION OF PLAINTIFF(S)' MEDICAL WITNESSES

(1) The term "medical witnesses" shall include plaintiff(s)' treating doctors and other medical providers, medical consultants, and/or medical experts retained by parties.

(2) The Defense Steering Committee and any interested defendant shall meet and confer with Designated Defense Counsel to compile a list of jointly requested depositions of Plaintiff(s) medical witnesses and, if appropriate, agree upon the protocol among defendants for taking said depositions. Designated Defense Counsel shall disseminate the results of this meet and confer to all defense counsel (through a monthly report or otherwise). Individual defendants may also submit a request for the deposition of specified plaintiff's medical experts or providers directly to Designated Defense Counsel.

(3) Designated Defense Counsel shall coordinate the date, time, place and protocol if applicable, for the depositions of plaintiff-designated medical witnesses, after meeting and conferring with the Defense Steering Committee and/or individual defendants, and plaintiff's counsel. Designated Defense Counsel shall thereafter timely serve notice of the scheduled depositions of plaintiff-designated medical witnesses upon all parties.

(4) No defendant shall schedule or notice any deposition of a plaintiff's medical expert without coordination with and approval of the Designated Defense Counsel, absent court order.

(5) Defendants may elect not to participate in one or more depositions scheduled by Designated Defense Counsel by written notice to Designated Defense Counsel at least one full business day before the start of the deposition. Attendance at any portion of the deposition is an election to participate. The procurement or use by any defendant or defense counsel of any transcript or videotape of the deposition proceeding, or parts thereof, scheduled and taken pursuant to these provisions, from any other source (other than through court pleadings) shall be deemed an election to participate in said deposition, and said defendant shall share in the costs and fees associated with said deposition (as further delineated below), unless otherwise ordered by the Court.

F. DESIGNATION OF JOINT DEFENSE MEDICAL EXPERTS

(1) Designated Defense Counsel shall prepare and distribute to defense counsel a preliminary list of defense medical experts on common issues for review and consideration. On behalf of those defendants who so authorize, the Designated Defense Counsel shall timely serve the agreed upon "Joint Defense Medical Expert Disclosure" in compliance with C.C.P. section 2034 and said disclosure shall identify all authorizing defendants on whose behalf the disclosure is made. Service of this disclosure shall not constitute a general appearance by Designated Defense Counsel. This joint defense medical expert disclosure shall not constitute the "pared down" expert witness list, if any, ordered by the court and all defendants shall be responsible for service of their own "pared down" witness list. Any defendant not identified on the joint

disclosure shall be responsible for timely serving its own expert disclosure pursuant to C.C.P. section 2034 and may not rely on or incorporate by reference the Joint Defense Medical Expert Disclosure in fulfilling its obligations under C.C.P. section 2034. No defendant shall be precluded from serving its own expert disclosure, including any supplemental expert disclosure, permitted by statute or rule of court.

(2) Designated Defense Counsel shall serve a written notice to all parties of either the withdrawal in whole of the joint defense disclosure of medical experts or withdrawal of any expert witness from said joint disclosure. Any party may re-designate an expert within five (45) days after service of the withdrawal, and in no event not later than five (5) days before the date set for trial. Any defendant re-designating a medical expert shall make such expert available for deposition.

(3) Plaintiff(s) counsel shall serve Designated Defense Counsel with any notice or request for the deposition of any medical witness identified on the Joint Defense Medical Expert Disclosure.

(4) Designated Defense Counsel shall meet and confer with counsel for Plaintiff(s) and counsel for authorizing defendants to coordinate and schedule the dates, times, places, and protocol if applicable, for requested joint defense medical expert witness depositions.

(5) No defendant shall schedule or notice any deposition of a jointly designated defense medical expert without coordination with and approval of the Designated Defense Counsel, absent court order.

G. REPORTS TO THE COURT AND ATTENDANCE AT COURT PROCEEDINGS.

(1) Unless otherwise ordered by the Court, at least five (5) court days before any Case Management Conference scheduled in this action, Designated Defense Counsel shall serve and file a written report to the Court summarizing the status of medical and employment discovery prescribed herein and shall bring to the Court's attention any discovery issues or disputes within the purview of this case management order. Unless otherwise ordered, no defendant shall be required to file individual Case Management Conference Statements with the Court but any defendant may do so (individually or jointly with other defendants) if there is an issue that defendant wishes to bring to the Court's attention.

(2) Unless otherwise ordered by the Court, Designated Defense Counsel shall appear at each Case Management Conference to provide an oral report to the Court and/or answer questions by the Court concerning the discovery covered by this Order.

(3) As required and requested by the Court, Designated Defense Counsel shall provide additional reports and/or information or data to the Court concerning any issue arising under this Order and/or appear at court proceedings in connection with any matter concerning functions or duties provided in this Order.

H. **PERIODIC REPORTS TO DEFENDANTS.** Designated Defense Counsel shall provide periodic reports to all defense counsel, on a monthly basis or more often as the case may warrant, updating defense counsel as to the status of discovery functions covered in this order and shall include a summary of Designated Defense Counsel's actions and activity, the status or progress of scheduled procedures and depositions and other developments of common interest and concern relating to the medical and employment discovery functions covered by this order.

7. **DESIGNATED DEFENSE COUNSEL FEES AND COSTS.**

A. **NON OPTIONAL FUNCTIONS.** Unless otherwise ordered by the Court, Designated Defense Counsel costs and reasonable fees shall be shared equally among all defendants appearing in this action and allocated on a per capita basis (one defendant equals one share of the costs and fees) for the following functions provided to all defendants in compliance with this Order:

(1) Services rendered in connection with the Standard Interrogatory function described in paragraph 6A, above.

(2) Providing reports, memoranda or updates to the Court, or responding to Court inquiries as described in paragraph 6G above

(3) Attending court-ordered case management conferences or other court proceedings as described in paragraph 6G, above.

(4) Providing notice to all defendants required by this Order or by statute, including but not limited to, serving parties notice of scheduled depositions and deposition schedules, joint defense medical examinations, tests, or other procedures as described in paragraph 6 above.

(5) Preparation for and participation in conferences or meetings of the Defense Steering Committee in connection with all functions covered by this Order.

(6) Reasonable costs and expenses to prepare and disseminate to all defendants any reports providing the status of discovery and discovery issues as required under this Order and described in paragraph 6 above.

(7) Miscellaneous expenses reasonably incurred in the administration of the scheduling and coordinating activities, in connection with functions covered in paragraph 6 above.

B. OPTIONAL FUNCTIONS. The following are “optional” functions which, by the terms of this Order, any defendant may elect not to participate in by providing timely written notice of said election to Designated Defense Counsel. Designated Defense Counsel’s reasonable fees and costs incurred in executing the following specified optional functions shall be shared by all “participating defendants” (i.e. defendants who have not timely communicated to Designated Defense Counsel an election not to participate in a given optional function or function activity). Designating Defense Counsel shall allocate per capita its reasonable fees and costs incurred in connection with optional functions only among the “participating defendants” in the following optional functions:

(1) Noticing, scheduling and coordination of Plaintiff(s)’ depositions, including cost of the court reporter and original transcript, videoconferencing and/or videotaping of said deposition(s), and plaintiff(s)’ reasonable travel expenses when plaintiff(s) deposition takes place at a more distant location as provided in C.C.P. section 2025.250, in connection with the function set forth in paragraph 6B, above.

(2) Noticing, scheduling and coordination of joint defense medical examinations and reviews, dissemination of resulting reports, and joint medical expert fees or costs incurred in connection with functions set forth in paragraph 6C, above.

(3) Coordination, compilation, creation and service of the Joint Defense Medical Expert Disclosure including experts’ fees and costs associated with this function, as set forth in paragraph 6F, above.

(4) Procurement, processing, inventorying, storage, retrieval, maintenance and return of medical and employment records or medical evidence (radiographs, pathology specimens, etc.) in connection with functions set forth in paragraph 6D above, including costs of a copy service, costs associated with electronic storage or preservation, or payments and costs to obtain the original and one copy of records.

(5) Noticing and scheduling of depositions of plaintiff(s) medical expert and/or defendants’ joint medical experts, including the cost of the court reporter and original transcript, videotaping or teleconferencing costs, expert witness fees and costs, and other related fees and costs in connection with the functions set forth in paragraph 6E above.

(6) Miscellaneous expenses reasonably incurred in the administration of optional scheduling and coordinating activities.

(7) Any defendant who has timely elected not to participate in any optional function or activity (“opted out” function or activity) is deemed to have waived statutory notice requirements applicable to any such procedure and shall not be billed any share of the costs and

fees incurred in connection with said “opted out” function or activity. A defendant may also elect not to receive notice of any future optional procedures by providing notification to Designated Defense Counsel and specifying the case name and docket number.

(8) When a defendant appears at a deposition, requests or orders the results of any medical examination or review, joins in or incorporates by reference experts disclosed in the Joint Defense Medical Expert Disclosure, requests or obtains deposition transcripts of defense depositions coordinated and scheduled by Designating Defense Counsel, or otherwise participates in a specified optional function or activity, said Defendant shall be considered a “participating defendant” for purposes of cost sharing and billing for services as to that function, notwithstanding said Defendant’s prior election to opt out of the specified function or activity.

(9) Any defendant who requests a procedure which relies upon earlier-performed procedure(s) in which said defendant did not participate or requests work product from a procedure which said Defendant had previously elected not to participate shall also be deemed a “participating defendant” for purposes of per capita share of the fees and/or costs associated with that function or activity, including initial costs associated with acquiring the records or materials plus any actual costs and fees of processing what is deemed to be a later request to participate. The amounts billed to the late requesting defendant, minus any billing for processing the late request, shall be credited per capita to each defendant which previously paid or was billed for said functions.

C. BILLING.

(1) A defendant who is no longer an active party to a case shall provide written advisement to Designated Defense Counsel and within one (1) working day of receipt of said written communication, Designated Defense Counsel shall cease billing that Defendant for any function(s) pursuant to this Order.

(2) Designated Defense Counsel shall submit monthly statements to Defendants of its costs and reasonable fees. Said statements shall include the case name, category/job title of persons performing the work, time charged, total charged, function(s) performed, allocation among defendants, and credits to defendants. Designated Defense Counsel billings may provide for reasonable payment terms, consistent with the industry norm, including payment due dates, late fees and/or interest

(3) Defendants and defense counsel are obligated to provide Designated Defense Counsel with current contact information during the pendency of this action and failure to do so may subject any credits due to said defendant or defense counsel to forfeiture, upon application to the Court by Designated Defense Counsel.

SO ORDERED.

NOTICES

Counsel for Plaintiff Defendant must serve a copy of this order on all counsel of record and self-represented parties forthwith. The clerk is directed to served filed endorsed copy of this order upon counsel for Plaintiff.

Dated: _____

Jo-Lynne Q. Lee
Judge of the Superior Court

SUPERIOR COURT OF CALIFORNIA
COUNTY OF ALAMEDA

Plaintiff	Case No. RG11 585731
Defendants	CASE MANAGEMENT ORDER ASBESTOS
	ASSIGNED FOR ALL PRE-TRIAL PURPOSES TO: JUDGE JO-LYNNE Q. LEE DEPARTMENT 30

Pursuant to California Rules of Court (CRC) 3.400 and 3.403(b), the Court hereby determines that the above captioned asbestos litigation is a complex case and pursuant to CRC 3.750 will hold an Initial Case Management Conference to consider necessary orders for the appropriate coordination and management of this action. Parties shall familiarize themselves with Alameda County Superior Court Local Rules of Court (LRC), Rule 3.250 et seq. governing asbestos cases including service requirements and the conduct and timing of case management conferences and certain discovery.

Counsel are advised that the General Orders for asbestos litigation previously used by the Court have been rescinded by General Directive No. 2011-01 issued by the Presiding Judge on 1/3/2011.

The following order shall apply to all parties in this action:

1. INITIAL CASE MANAGEMENT CONFERENCE

An Initial Case Management Conference (CMC) has been scheduled in Dept 30, Post Office Building, 201-13th Street, Oakland, CA 94612 at 9:15a.m. on _____, 2011.

At the Initial Case Management the Court will address discovery issues, schedules, designation of Defense liaison counsel/ Designated Defense Counsel and other subjects pursuant to CRC 3.750. Counsel thoroughly familiar with the case shall attend the Initial Case Management Conference. See LRC, Rule 3.290.

Parties may file, in lieu of the Judicial Council Form CM-110, their Initial Case Management Conference Statement(s) on pleading paper or in letter format summarizing the status of the case and subjects for consideration and shall otherwise comply with CRC 3.750 (b). Parties may file a JOINT Case Management Statement in lieu of separate Statements from each party pursuant to CRC 3.725(b). The Initial Case Management Statement(s) shall be filed and served no later than five (5) days prior to the scheduled conference with a courtesy copy to Dept. 30. Courtesy copy to Dept. 30 may be served via fax or email.

Parties are advised to check the court's register of action before appearing at any case management conference, including the Initial Case Management, at least one day before any scheduled appearance to determine if the court has issued a tentative case management order. If published, this tentative case management order will become the order of the Court unless counsel or self represented party notifies the Court and opposing counsel/self-represented party by email not less than one court day prior to the CMC that s/he intends to appear in person at the CMC to discuss some aspect of the order, and specifies the nature of the party's concern. (Please note that the Tentative Rulings postings on the website is for tentative rulings on law and motion matters and will not display tentative Case Management Orders. The tentative Case Management Orders are found in the Register of Action). The court may be reached at Dept.30@alameda.courts.ca.gov

2. COMPLIANCE WITH LOCAL RULE OF COURT 3.285.

Local Rule of Court (LRC) 3.285 governing use and service of “standard interrogatories” in asbestos cases shall apply in this case.

Pursuant to LRC 3.285(a) “standard interrogatories” to plaintiff(s) are DEEMED SERVED on Plaintiff(s) as of the date of the filing of the Complaint. The reference in Local Rule of Court 3.285(a) and this order to “standard interrogatories to plaintiff” are “Defendants’ Standard Interrogatories to Plaintiff” published on the Berry & Berry website (<http://www.berryanderry.com/main/default.aspx?PageID=4>) and also published on the Alameda County Superior Court - Dept. 30 website in the “documents” folder. Plaintiff(s) shall serve a copy of plaintiff(s) responses to said interrogatories within 60 days of the filing of the Complaint upon any defendant(s) served in this action or, after the 60-day deadline has elapsed, Plaintiff shall serve its responses with service of the Complaint. If Designated Defense Counsel has been appointed, Plaintiff shall serve one original upon Designated Defense Counsel.

Pursuant to LRC 3.285(b) “standard interrogatories” to defendants and cross-defendants will be DEEMED SERVED with the Complaint or Cross-Complaint and responses. The reference in Local Rule of Court 3.285(b) and this Order to “standard interrogatories to defendants and cross-defendants” are the “Plaintiff’s First Set of Interrogatories to Defendant” published on the Berry & Berry website (<http://www.berryand berry.com/main/default.aspx?PageID=4>) and also published on the Alameda County Superior Court - Dept. 30 website in the “documents” folder.

3. MOTION FOR TRIAL PREFERENCE

As soon as counsel are aware of facts sufficient to petition the Court for a trial preference, counsel shall immediately reserve a hearing date from Dept. 30. Because the Court recognizes the need for expedited discovery of plaintiff’s relevant medical and employment records are critical in these cases when a trial preference is granted, parties

shall comply with the following, in cases where a motion for trial preference is sought, unless good cause showing or otherwise ordered by the Court:

(a) Contemporaneous with the filing of any motion for preference, Plaintiff(s) responses to Standard Interrogatories to Plaintiff(s) shall be answered and served upon all defendants (if said responses have not previously been served upon defendants).

(b) Contemporaneous with the filing of any motion for preference Plaintiff(s) shall execute authorizations and stipulations for medical and employment records and shall deliver a copy of all medical and employment records in plaintiff's possession to the Designated Defense Counsel or comparable coordinating defense counsel and/or document depository. If a Designated Defense Counsel or comparable coordinating defense counsel and/or document depository is not yet in place at the time the motion is made, the Court will expect defense counsel to meet and confer to work out an orderly, expedited and efficient process for obtaining, receiving, copying, sharing and providing access to these materials among and between all the parties, pending hearing and convey to plaintiff's counsel where documents and authorizations/stipulations are to be delivered. Defense counsel shall submit a proposed Order for the court's signature that should, at the minimum, address the need for a single depository/entity to act on behalf of all defendants to obtain, receive, maintain and copy plaintiff's records and materials as ordered herein and provide access to defendants. Further, the order should identify at a minimum a single entity/defense counsel to obtain records or materials on behalf of all defendants pursuant to the executed stipulations/authorizations ordered herein and coordinate with Plaintiff's counsel with

regard to said records and materials. The Court will order that defendants share equally for the costs associated with obtaining, receiving, maintaining, and providing access to records and materials ordered herein (unless otherwise stipulated by defendants counsel). Costs of copying will be borne by individual parties requesting copies. If this matter cannot be resolved between parties, any party shall promptly contact Dept. 30 to have a case management conference advanced for this purpose. Pending hearing on the motion for preference and until further court order is signed, **Plaintiff(s) shall not be required to respond to individual document requests for the same materials or records ordered herein, make the documents or materials ordered herein available for inspection or copying, or to deliver the executed authorizations/stipulations to any individual requesting defendant but shall only be required to deposit the ordered documents and materials, authorizations and stipulations with the identified single designated defense counsel/ coordinating defense counsel and/or document depository.** This order is not meant to preclude document discovery not covered by this Order to proceed pending hearing on the motion for preference.

(c) Any motion for preference shall be accompanied by an affidavit in compliance with C.C.P. § 36 and § 36.5 and shall delineate with specificity the status of pleadings and discovery. Specifically, among other items, counsel shall advise the Court whether the matter is at issue; whether relevant, non-privileged medical and employment reports and materials have been made available to the defense; and whether plaintiff(s) deposition and/or medical examinations (if applicable) have been taken or scheduled.

(d) Following an order granting a motion for preference the Court will require counsel to meet and confer to develop a coordinated discovery schedule on all issues that the Court will review with counsel and may include in a further order.

4. NOTICE

Counsel and parties are advised that CASE MANAGEMENT ORDERS, including trial setting orders, and FINAL RULINGS ON LAW AND MOTION that are issued by Dept. 30 will be published in the Court's website in the Register of Action for this case. As a general rule, the clerk of the court WILL NOT BE DIRECTED to serve copies of future orders to parties. Instead, counsel for PLAINTIFF will be ordered to serve all parties copies of orders that are issued and parties will be ordered to obtain copies of the such orders off the court's website.

Plaintiff's counsel shall serve a copy of this INITIAL CASE MANAGEMENT NOTICE AND ORDER upon all parties SERVED with the Complaint and file a proof of service with the Court. The clerk is directed to serve a copy of this INITIAL CASE MANAGEMENT ORDER upon counsel for Plaintiff.

DATED: _____

JO-LYNNE Q. LEE, JUDGE



Superior Court of California

County of Alameda

Courthouse
1225 Fallon Street
Oakland, California 94612

**SUPERIOR COURT OF CALIFORNIA, COUNTY OF ALAMEDA
GENERAL DIRECTIVE BY THE PRESIDING JUDGE**

DIRECTIVE NO: 2011-01

SUBJECT: RESCISSION OF GENERAL ORDERS

All general orders heretofore executed by the Superior Court of California, County of Alameda, are declared obsolete and are hereby rescinded, except as follows:

As to Asbestos cases filed before January 1, 2011, General Order Nos. 8.00, 11.00, 14.00 and General Order re: Plaintiff's Standard Interrogatories to Defendant(s) shall remain in effect, pending further order of the Court.

Issued: January 3, 2011

A handwritten signature in blue ink, reading "Jon Rolefson".

Hon. Jon R. Rolefson – Presiding Judge
Superior Court of California, County of Alameda