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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF San Diego

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| ,  Plaintiff,  v.  ,  Defendant. | Case No.  STANDARD[[1]](#footnote-1) CASE MANAGEMENT ORDER FOR COMPLEX CONSTRUCTION DEFECT CASES  Trial Date: None set |

**TO ALL PARTIES HEREIN AND THEIR RESPECTIVE ATTORNEYS OF RECORD: IT IS HEREBY ORDERED:**

1. GENERAL PROVISIONS
   1. Purpose.

The Court deems this matter to be complex litigation within the meaning of the California Standards of Judicial Administration Standard 3.10. As such, this is a case that requires specialized management to avoid placing unnecessary burdens on the Court or the litigants. The primary areas that require specialized management are discovery and settlement discussions.

* + 1. The Court finds that because of the complex technical issues, numerous parties and potential parties, the document intensive nature of the dispute and lengthy trial if not settled, the designation of a Discovery Referee for resolution of discovery disputes which may arise, is appropriate. To facilitate settlement discussions, the Court finds that because of the complex technical issues, numerous parties and the lengthy trial if not settled, the designation of a Mediator is appropriate.
    2. Plaintiff(s) and Developer[[2]](#footnote-2)/General Contractor’s[[3]](#footnote-3) counsel have agreed on \_\_\_\_\_\_\_\_\_\_\_\_\_\_ as the Discovery Referee (“Referee”). Therefore, pursuant to Code of Civil Procedure sections 187 and 639 the Court appoints \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ as the Discovery Referee. The Referee shall complete and execute Exhibit “H” to be submitted concurrently with the CMO for approval by the Court. The Referee shall hear and determine all discovery disputes whenever feasible on an expedited basis and shall issue written recommendations if asked to do so by a party at a discovery hearing or when he or she believes it is advisable to do so. Such written recommendations shall be made no later than ten (10) days after oral argument. Any objection(s) to the Referee’s decisions shall be brought to the Court for review in compliance with Code of Civil Procedure section 643.
       1. The Referee’s address and phone number is:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

* + - 1. The Referee’s current hourly cost is $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.
      2. No party has established an economic inability to pay a pro rata share of the Referee’s fee unless ordered otherwise, the Referee’s fees shall be paid one-third by Plaintiff(s), one-third by Developer and one-third by the remaining parties.
      3. The Referee has discretion to adjust the division of fees as necessary in general, as well as with respect to individual motions, subject to review by the Court if an objection is made.
    1. Based upon the agreement of Plaintiff(s) and Developer/General Contractor’s counsel, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ shall act as the Mediator and mediate in this case. The Mediator shall complete and execute Exhibit “H” to be submitted concurrently with the CMO for approval by the Court.
       1. The Mediator’s address and phone number is:
       2. The Mediator’s current hourly cost is $\_\_\_\_\_\_\_\_\_\_\_\_ for work performed other than mediation sessions.
       3. The Mediator’s current daily rate for mediation sessions is $\_\_\_\_\_\_\_\_\_.
       4. No party has established an economic inability to pay a share of the Mediator’s fee unless ordered otherwise, the Mediator’s fees shall be paid one-third by Plaintiff(s), one-third by Developer and one-third by the remaining parties.
       5. The Mediator has discretion to adjust the division of fees as necessary, subject to review by the Court if an objection is made.
    2. The Mediator shall provide the Court with any case management recommendations that may be needed. Such recommendations shall be made after for a noticed hearing allowing all parties to be heard.
  1. Objections to CMO.

Any party appearing subsequent to initial entry of the CMO shall have thirty (30) days from its initial appearance to lodge any objections to, or request for amendments, with this Court by filing same and serving a courtesy copy with this Department. The Court will respond as it deems appropriate.

* 1. Codes/Rules Govern Where CMO Is Silent.

On any matter as to which the CMO is silent, the California Codes, the California Rules of Court and any Local Rules of Court shall be controlling.

* 1. Cross-Complaints and Answers.

All defendants who want to pursue equitable indemnity, contribution, or other causes of action against any party(ies) shall file and serve the cross-complaint by the date set forth in the CMO timeline unless extended by leave of Court. Parties who appear after the signing of this order, shall, within thirty (30) days of their appearance, file and serve the cross-complaint, unless extended by leave of Court. All complaints or cross-complaints filed and served must be responded to separately and any and all affirmative defenses must be raised in said pleading.

* 1. Amending Pleadings and Naming Additional Defendants and Cross-Defendants.
     1. Plaintiff(s) may amend the Complaint to add causes of action, claims and/or add additional defendants (or name Does) by the date(s) set forth in the CMO timeline, without leave of Court. Service must be accomplished no later than thirty (30) days thereafter unless for good cause shown. The previously filed answer will be deemed the answer to the amended pleading, unless it is superseded by a new responsive pleading filed within the appropriate time to file such a responsive pleading.
     2. Defendants may amend Cross-Complaints to add causes of action, claims and/or add additional cross-defendants (or name Roes) by the date(s) set forth in the CMO timeline, without leave of Court. Service must be accomplished no later than thirty (30) days thereafter unless for good cause shown. The previously filed answer will be deemed the answer to the amended pleading, unless it is superseded by a new responsive pleading filed within the appropriate time to file such a responsive pleading.
     3. Thereafter, parties must seek leave of Court to amend pleadings or add parties for good cause shown.
     4. Any party naming additional defendants or cross-defendants has the   
        obligation of serving the new party with a copy of the operative Case Management Order, including amendments, together with copies of any correspondence indicating a change in any previously scheduled dates.
  2. Certificate of Merit.

Complaints or Cross-Complaints against professionals for whom a Certificate of Merit is required, shall comply with Code of Civil Procedure section 411.35.

* 1. Entry of Default.

All parties are ordered to seek the entry of default against a served party if a responsive pleading or answer is not filed within sixty (60) days following service, unless the Court agrees to an extension.

1. DISCOVERY ISSUES AND CASE MANAGEMENT
   1. Stay On Discovery.

All discovery not specifically permitted in this order is hereby stayed, except that any party shall be allowed to conduct non-party document discovery of individuals and entities upon proper notice to all parties, and shall deposit such discovery in the depository within thirty (30) days of its receipt. Any party may apply by noticed hearing to all parties and request leave of the Referee to propose discovery not permitted in this order or to enforce discovery permitted in this order. The parties may brief their respective positions, with service to all parties, on a briefing schedule adopted by the Referee. Any decision by the Referee can be presented by an objecting party to the Court for ex parte review. There shall be no ex parte communications with the Referee other than administrative issues (i.e., scheduling).

* 1. Document Depository.

The document depository shall be maintained at the offices of:

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone No.: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Fax No.: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

* 1. Allowable Written/Documentary Discovery.

The following discovery is not stayed pursuant to this order:

* + 1. Document Production: All parties shall deposit true and correct copies of all relevant, non-privileged documents as described in Exhibit “A” to the CMO with the required verification within forty-five (45) days from entry of this order or within forty-five (45) days of their appearance in this action, whichever is later.

The party(ies) shall use the first three letters of the party(ies)’ name followed by the applicable Bates stamp numbers. In the event of duplicative letters amongst the parties, each party shall adopt a three-letter combination sufficient to distinguish it from other parties in the action.

* + - 1. Documents will be legible, bates stamped consecutively and by type, scanned as individual documents (not bulk scanned) and burned onto a CD-ROM disc in an Adobe Acrobat (pdf) or Single Page Tif (tif) format before sending to the depository. If all parties agree, all documents submitted to the depository by all parties can be put in OCR format.
      2. The file name shall be the Bates Number of the document.
      3. Scanning can be done in-house, by a copy service, or by the depository.
      4. An index will be provided along with the Notice of Compliance with a copy of the index sent to the depository with the CD-ROM disc.
      5. Documents will be available for online viewing and/or copying at the document depository or available for on-line viewing and downloading at a computer.
      6. The Developer/General Contractor shall produce one complete set of construction drawings to the Document Depository for duplication purposes. The parties are not required to produce full-size drawings in their possession, unless such drawings contain marginalia. The parties shall, however, produce a list of all plans, drawings, vellums and all other oversized documents in their possession, custody or control, and either produce or allow copying of said drawings and/or oversized documents to be made, within fifteen (15) days of receipt of a written request from any party.
      7. The deposit of documents shall be accompanied by a verified “Notice of Compliance,” signed by the party, which shall be served on all other parties, stating a general description of the documents produced, their Bates-stamped numbers, and the date of deposit. Any party not depositing all documents, identified in **Exhibit “E”**, in its possession, custody or control shall, in the “Notice of Compliance.”
         1. Identify the document(s) withheld with sufficient particularity as required by the Code of Civil Procedure; and
         2. State the basis in the form of a privilege log for refusing to produce such document, including the privilege or doctrine upon which non-disclosure is based.
      8. The parties have a continuing obligation to deposit all non-privileged documents discovered after initial production under the same procedures outlined above.
    1. Special Interrogatories to Plaintiff(s), Defendants and Cross-Defendants: All parties shall deposit, in the depository, verified responses to the Special Interrogatories attached to this order as Exhibits “B-1” and “B-2” (Plaintiff(s)), Exhibit “C-1” (Defendants and Cross-Defendants) and Exhibit “C-2” (Crawford Claims) accompanied by a “Notice of Compliance,” as appropriate, which shall be served on all parties. All parties in the case at the time this order is signed shall respond and deposit within thirty (30) days of execution of the CMO. Parties appearing after the CMO is signed shall respond and deposit within thirty (30) days of their initial appearance.

As to *Crawford* claims[[4]](#footnote-4), nothing herein precludes a party from requesting copies of actual invoices redacted for privileged matters, at any time.

The parties have a continuing obligation to supplement responses as relevant information is obtained.

* + 1. Insurance Questionnaire. All parties, except Plaintiff(s), shall deposit in the depository verified responses to the Insurance Questionnaire (Exhibit “D”) accompanied by a “Notice of Compliance”, as appropriate, which shall be served on all parties within thirty (30) days of notice of entry of the CMO or within thirty (30) days of their initial appearance, whichever is later.

The parties have a continuing obligation to supplement responses as relevant information is obtained. Responses to the Insurance Questionnaire are protected by the Evidence Code (sections 1115 et seq. and 1152 et seq.) and inadmissible as evidence.

* + 1. Statement of Work. All subcontractors, design professionals and   
       material suppliers are required to complete under oath and to deposit a “Statement of Work,” attached as Exhibit “E”, accompanied by a "Notice of Compliance”, within thirty (30) days of the notice of entry of this order or within thirty (30) days of the party’s initial appearance, whichever is the later date. This “Statement of Work” shall be deemed to be answers to Special Interrogatories pursuant to Code of Civil Procedure section 2030.010 et seq.

The parties have a continuing obligation to supplement the Statement of Work as relevant information is obtained.

* 1. Homeowner and Phasing Matrixes (in Residential Cases).

By the date(s) set forth in the CMO timeline, Developer shall deposit:

* + 1. A homeowner matrix with name, address, lot number, phase number, notice of completion date, and close of escrow for each dwelling unit in the litigation; and
    2. A phasing matrix identifying the phases and subcontractors who worked on each phase.

The Developer has a continuing obligation to supplement these matrixes as information is obtained.

* 1. Scope of Work/Insurance Meeting.

By the date(s) set forth in the CMO timeline, a scope of work/insurance meeting will be held with all counsel to discuss scope of work and insurance issues.

Developer and/or General Contractor counsel, within one week after said meeting, will prepare and serve the Mediator and all parties with a report on the outcome of that meeting, identifying by party:

* + 1. Which parties and the Developer have no scope of work disputes;
    2. Which parties have on-going scope of work disputes and what is going to be done to resolve those disputes (e.g. PMK depositions, etc.).
    3. Which insurance companies, if any, it appear should be, but are not, defending one of the parties and what is going to be done to pursue and perfect a defense.
  1. Inspections, Testings, and Emergency or Other Repairs.
     1. Inspections or testing shall be conducted on the date(s) set forth in the CMO timeline except that Plaintiff(s) may perform destructive testing at any time, so long as all parties receive at least five (5) court days’ notice before such testing. However, if Plaintiff(s) conduct additional destructive testing after the dates set for defense destructive testing, all parties shall have the opportunity to request additional destructive testing limited in scope to mirror what Plaintiff(s) did.
     2. All parties, other than Plaintiff(s), interested in conducting interior and exterior non-destructive site inspections (including attics and roofs), will be given the opportunity to conduct such inspections. A site inspection schedule shall be published by Plaintiff(s) counsel consistent with the CMO timeline

The parties shall be entitled to inspect, photograph, videotape and measure the property involved, but there shall be no sampling, testing or markings made during these inspections. Any disputes concerning inspections shall initially be presented to the Referee for resolution.

* + 1. By the date(s) set forth in the CMO timeline, any party other than Plaintiff(s) interested in conducting interior or exterior destructive testing, shall complete Exhibit "F", attached to this order, and submit Exhibit "F" to all counsel. All counsel shall meet and confer regarding scheduling. All parties will make every effort to conduct joint destructive testing. A destructive testing schedule shall then be published by Plaintiff(s) counsel by the date set forth in the CMO timeline.
    2. Those parties who participate in a specific destructive testing shall share pro-rata in the cost of that specific destructive testing and restoration. Participation includes extracting, sampling, dismantling, moving and/or directing the testing. Any party shall be permitted to observe, photograph, videotape, record or attend the testing without charge, so long as it does not delay, interfere with or increase the cost of testing. Any dispute concerning the testing or cost sharing shall initially be presented to the Referee for resolution.
    3. Rules Regarding Entry on and Destructive Testing of the Subject Premises. The destructive testing may involve removal of construction materials for testing or sampling from the subject property. The area of testing shall be protected from inclement weather and shall be immediately repaired and restored by the party(ies) conducting the testing. In no case shall the repairs take more than five (5) court days, from start to finish. An extended amount of time will be allowed for repairs if the owner has expressly agreed to such an extension of time. Any repair dispute shall first be submitted to the Referee for review and recommendation to the Court.
    4. If any damage to the property of Plaintiff(s) occurs as a result of the operations or activities of any party, including damage or loss of personal property, the party shall immediately compensate the appropriate party for such injury or damage in an amount to be agreed upon by the damaged party and responsible party, or, if they cannot agree, an amount to be determined by the Court on recommendation from the Referee.
    5. The parties, their lawyers and experts are prohibited from communicating with owners, tenants and maintenance personnel during destructive testing, except as necessary to facilitate the physical destructive testing efforts and any associated repairs.
    6. The testing party shall ensure that all construction or engineering companies performing destructive testing repairs on its behalf are licensed contractors that carry adequate liability and Workers’ Compensation insurance for the period of time spent doing the destructive testing and said insurance shall provide additional/insured coverage for the association. Proof of this insurance shall be made available to Plaintiff(s) counsel upon request.
    7. Repairs. Plaintiff(s) counsel will provide five (5) court days written notice of any known remedial repairs to be undertaken unless exigent circumstances prohibit such notice. If an exigent repair is required, Plaintiff(s) counsel is to give as much advance notice as possible to the parties. Such notice, regarding remedial or emergency repairs to areas that impact relevant issues in the lawsuit, will allow defendants and cross-defendants and their experts the opportunity to observe and document the condition and the repair.
  1. Plaintiff(s) Preliminary Defect Statement and Preliminary Cost of Repair.

By the date(s) set forth in the CMO timeline, Plaintiff shall deposit their Preliminary Defect Statement and Preliminary Cost of Repair. The Preliminary Defect Statement shall have attached to it a list of all locations upon which Plaintiff(s) have conducted destructive testing and copies of all photographs taken, which support Plaintiff(s) claimed defects. Said statement and cost of repair and any attached documents shall be protected under Evidence Code (sections 1115, et seq. and 1152, et seq.)

* 1. Plaintiff(s)’ Final Defect Statement.

By the date set forth in the CMO timeline, and upon completion of the process referenced above, Plaintiff(s) shall publish a Final Defect Statement providing quantities and repair methodologies. Said documents shall provide a complete, descriptive, specific and final statement of alleged defects on the Subject Property or surrounding property. The Final Defect Statement and any attached documents shall not be protected under the Evidence Code (sections 1115, et seq. and 1152, et seq.). If the Plaintiff(s) amends thereafter, any party objecting may bring their objection before the Referee for resolution within twenty-one (21) days of the amendment.

* 1. Plaintiff(s)’ Final Cost of Repair Statement.

By the date set forth in the CMO timeline, Plaintiff(s) shall deposit their Final Cost of Repair Statement with a Notice of Deposit to all parties of record. The statement shall set forth a description of the repair methodology, cost of repair for each defect alleged, include a detailed explanation of any alleged relocation expenses and a summary of all alleged Stearman fees and costs. The statement should provide sufficient information for a professional cost estimator to ascertain the specific nature of the repairs, the specific locations of the repairs, and the quantities of labor and material estimated to make the repairs. The cost of repair statement and any attached documents shall not be protected under the Evidence Code (sections 1115, et seq. and 1152, et seq.). If the Plaintiff(s) amends thereafter, any party objecting may bring their objection before the Referee for resolution within twenty-one (21) days of the amendment.

However, if Plaintiff(s) is asked to prepare a revised cost of repair statement by the Mediator solely for mediation, such revised statement shall be protected under Evidence Code (sections 1115, et seq. and 1152 et seq.).

* 1. Developer/General Contractor’s Responsive Report on Plaintiff(s)’ Defect Statement.

By the dates set forth in the CMO timeline, the Developer/General Contractor shall publish a responsive report setting forth their opinions and conclusions regarding Plaintiff(s)’ Final Defect Statement providing quantities and repair methodologies. Said reports shall provide a complete, descriptive, specific and final statement responsive to each of the alleged defects on the Subject Property or surrounding property. These responsive reports shall not be protected under the Evidence Code (sections 1115, et seq. and 1152, et seq.).

* 1. Developer/General Contractor Responsive Report on Plaintiff(s) Final Cost of Repair.

By the date set forth in the CMO timeline, Developer/General Contractor shall deposit a Cost of Repair Statement with a Notice of Deposit to all parties of record. The statement shall set forth a description of the repair methodology, cost of repair for each defect alleged and include a detailed explanation of any relocation costs. The Statement should provide sufficient information for a professional cost estimator to ascertain the specific nature of the repairs, the specific locations of the repairs, and the quantities of labor and material estimated to make the repairs. The cost of repair statement and any attached documents shall not be protected under the Evidence Code (sections 1115, et seq. and 1152, et seq.).

If the Developer/General Contractor amends thereafter, any party objecting may bring their objection before the Referee for resolution within twenty-one (21) days of the amendment.

However, if Developer/General Contractor is asked to prepare a revised cost of repair statement by the Mediator solely for mediation, such revised statement shall be protected under the Evidence Code (sections 1115, et seq. and 1152 et seq.).

* 1. Developer/General Contractor Demands to Subcontractors, Design Professionals and Materialmen.

Thirty (30) days prior to mediation, Developer/General Contractor, Developer shall provide a written demand to each subcontractor, design professional and material suppliers, setting forth in detail which defect items are being attributed to them and what percentage of each defect is being allocated to them and what percentage is being allocated to each and every other party. These demands are protected under the Evidence Code (sections 1115, et seq. and 1152 et seq.).

* 1. Percipient Witness Depositions.
     1. As set forth in the CMO timeline, percipient witness depositions shall be taken on a schedule agreed to by the parties in the window of time set forth.
     2. The parties shall meet and confer to develop a deposition schedule. At this conference, each party who has an officer or employee that has left their employment must confirm whether they will be producing said individual without need of a subpoena or whether that person must be subpoenaed and provide last known address and telephone number of said individual.
     3. To the extent that any percipient witness resides out of state, the parties shall meet and confer to discuss sharing such witness’s travel expenses to testify here.
  2. Expert Witnesses: Designations and Depositions.
     1. Expert Witness Designations. The first designation of expert witnesses shall be served by the date set forth in the CMO timeline. The second designation of expert witnesses shall also be served by the date set forth in the CMO timeline. Both designations shall conform to the requirements of Code of Civil Procedure section 2034.210, et seq.
     2. Expert Depositions. An initial meet-and-confer by all counsel shall be scheduled on the date(s) set forth in the CMO timeline to establish a deposition protocol and schedule. The deposition of experts shall take place in the window of time set forth in the CMO timeline.
        1. All documents in said expert’s file shall be deposited, together with an index of all such documents into the Document Depository no later than seven (7) court days prior to the deposition. “Documents” is defined in its broadest sense to include photos, computerized data, etc. as set forth in Evidence Code section 250. The expert deposition schedule shall be organized based on the expertise of the experts starting with the Plaintiff(s)’ designated expert(s), then Developer/General Contractor designated expert(s) and followed by professionals, subcontractors, manufacturers, suppliers, etc.
        2. Deposition fees payable to experts by deposing parties shall not include preparation time or compensation for travel time or minimum charges that exceed the expert’s standard hourly rates for deposition testimony.
        3. Compensation of the expert shall be split by the parties taking the   
           deposition in proportion to the length of their examination of the witness, unless some other agreement is reached.
        4. Any disputes regarding the protocol, the scheduling or payment of expert witnesses shall initially be presented to the Discovery Referee for resolution.

1. MEDIATION

Mediations will be set at times and places to be determined by the mediator and the Parties. It will be set at times and places to be determined by the mediator and the parties.

* 1. Mediation Ground Rules.

Attendance at mediations shall follow these rules unless expressly waived by the Mediator.

* + 1. Any party intending to exercise its rights under Jeld-Wen v. Superior Court (Marlborough Development), (2007) 146 Cal.App.4th 536, to opt out of a mediation session must do so promptly after notice of the date for that session. Failure to do so will obligate the party to pay for their share of the session, whether they attend or not.
    2. All insurers with California claim offices who are adjusting the claim in their California claim offices must send the person with primary responsibility for the claim against their insured or the appropriate decision-maker, unless excused by the Mediator or allowed to appear telephonically by the Mediator.
    3. All insurers adjusting the claim in an out-of-state office must have   
       a representative with primary responsibility for the claim against their insured or the appropriate decision-maker available telephonically throughout the proceedings.
    4. Clients with self-insured retentions or deductibles must follow the same rules as set forth in (a) and (b) above, unless the client has agreed that the full amount of any needed payment can be made (whichever is less - the demand or the SIR/deductible) or unless excused by the Mediator or allowed to appear telephonically by the Mediator.
    5. Use of independent adjusters and/or third party administrators is permitted, but only if in addition thereto, the Mediator is provided with business and personal telephone numbers of the insurance company representative who has primary responsibility for the claim or is the appropriate decision-maker and that person is available throughout the scheduled mediation.
    6. Plaintiff(s) board members shall attend at the discretion of the Mediator.

1. MANDATORY SETTLEMENT CONFERENCE(S)

The Court will consider whether to set a Mandatory Settlement Conference at the time of the Trial Readiness Conference or upon ex parte application of any party.

1. MISCELLANEOUS PROVISIONS
   1. Service List.

All parties to this action are directed to provide facsimile numbers, telephone numbers and e-mail addresses of their service lists and service lists are to be modified or augmented as necessary.

* 1. Relief from Orders.

Any party, upon application to the Court, may seek relief from any provision in this order or any decision by the Referee.

* 1. Correspondence.

The Court is not to be copied with letters between the parties or between a party and the Referee or Mediator.

* 1. Retained Jurisdiction.

The Court retains jurisdiction over all parties to resolve any unpaid fees to the Mediator and/or Discovery Referee, any obligations owed by the parties under the CMO or pursuant to other agreements of the parties.

1. COURT-RELATED DATES
   1. The cutoff for the completion of discovery is as set forth in the CMO timeline, unless extended by stipulation of all parties or by leave of Court.
   2. The cutoff for the hearing of motions is as set forth in the CMO timeline unless extended by leave of Court. (The cutoff date for Motions for Summary Judgment or Summary Adjudication of Issues are per Code.)
   3. The cutoff for the posting of jury fees is per Code.
   4. The Trial Readiness Conference is as set forth in the CMO timeline. (Exhibit “G”.)
   5. The Trial Call is set forth in the CMO timeline. (Exhibit “G”.)
   6. A summary of all dates and deadlines is attached as Exhibit “G”.

I/We accept the appointment referenced above:

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| --- | --- | --- |
| Dated: |  | |
|  |  |
|  |  | Referee |

Reviewed and Accepted:

|  |  |  |
| --- | --- | --- |
| Dated: |  | |
|  |  |
|  |  | Mediator |

**ORDER**

Having read and approved the Case Management Order in this matter, it is hereby made the order of this Court

IT IS SO ORDERED.

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| --- | --- | --- |
| Dated: |  | |
|  |  |
|  |  | Judge of the Superior Court |

Exhibit “A”

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN DIEGO

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| --- | --- |
| ,  Plaintiff,  v.  ,  Defendant.  AND RELATED CROSS ACTIONS. | Case No. 37-  **DOCUMENT PRODUCTION**  **(Code Civ. Proc. § 2031.010 et seq.)** |

1. **DEFENDANTS AND CROSS-DEFENDANTS**
2. Any and all relevant non-privileged and non-protected documents (consistent with Evidence Code section 250), including but not limited to job files, building contracts, agreements, notes, correspondence, photographs, videotapes, diagrams, plans, specifications, shop drawings, “as-built” plans, calculations, journals, invoices, purchase orders, change orders, addenda reports (including reports prepared by consultants and design professionals for the original construction), job diaries, receipts, project files, site records, daily job logs, field orders, superintendent reports, requests for clarification, requests for information, time cards, governmental inspection punch lists and sign off sheets and invoices relating to the construction, repair, or maintenance of the real property and improvements involved in this lawsuit.
3. Any and all complete insurance policies that potentially provide insurance coverage, including Additional Insured Endorsements, for any claim asserted against each party, regardless of whether coverage has been reserved or denied by any insurance company.
4. Any and all contract proposals, contracts, agreements, invoices, purchase orders, change orders, addenda, diaries, and other writings related to any and all repairs and all alterations, modifications, and/or improvements which relate to the real property and improvements in this lawsuit.
5. Any and all purchase contracts, sales files, customer service files, advertisement files, marketing documents, warranty claims and warranty documents which relate to the real property and improvements in this lawsuit.
6. Any and all expert documents as required by this order.
7. Any and all documents subpoenaed from third parties as required by this order.
8. Any and all invoices, billing statements, itemizations of charges or statements of account reflecting any expert fees, attorney’s fees or defense costs being sought as an element of damage under any indemnity cause of action herein. (Counsel may redact any allegedly protected information, allegedly protected by the attorney-client or work product privileges, and any party objecting to the redactment can present their objections to the Discovery Referee.)
9. **PLAINTIFF(S)**
10. Any and all non-privileged documents of Plaintiff(s) regarding the complaints which are the subject of this litigation.
11. Any and all plans, specifications, contracts or other documents relating to the design and construction of the subject property, in Plaintiff(s)’ possession or subject to Plaintiff(s)’ control which are applicable to the complaints which are the subject of this litigation.
12. All documents in Plaintiff(s)’ possession or subject to Plaintiff(s)’ control relating to landscaping, grading, flatwork, and/or post completion improvements undertaken by Plaintiff(s), tenants of Plaintiff(s) and/or submitted to Plaintiff(s) for approval relating to any defect issue raised by Plaintiff(s).
13. All documents in Plaintiff(s)’ possession or subject to Plaintiff(s)’ control which reflect current and past members of Plaintiff(s)’ Board of Directors, Landscaping Committee, Architectural Committee and/or subcommittees of said committees.
14. All documents in Plaintiff(s)’ possession or subject to Plaintiff(s)’ control which reflect the identities of maintenance companies and property management firms employed by the Association.
15. Any and all governing documents of Plaintiff(s) (including CC&Rs, Articles of Incorporation and bylaws).
16. All relevant, non-privileged and non-protected minutes of meetings, repair records, invoices, maintenance records and property managers’ records, including homeowner association meeting minutes and homeowner association board meeting minutes and reports and photographs relating to claimed construction defects at the subject property.
17. Any and all non-privileged reports, notes, writings, correspondence, memoranda, and/or any other writing which references or contains complaints by tenants, owners, or other individuals of the alleged construction deficiencies relating to the subject real property and improvements.
18. Any and all non-privileged notes, minutes, correspondence, memoranda, photographs, and reports in Plaintiff(s)’ possession relating to:
19. Original design and/or construction of the subject property;
20. Maintenance of the subject property;
21. Proposed or actual repairs of any defects or alleged defects existing with respect to the subject property;
22. Reserve budgets and reserve reports.
23. Sales and marketing literature;
24. Appraisals.
25. Any and all documents showing ownership by Plaintiff(s) or others in the subject property.
26. Any and all invoices, billing statements, itemizations of charges or statements of account reflecting any expert fees being sought as an element of damage under the complaint herein pursuant to *Stearman v. Centex Homes* (2000) 78 Cal.App. 4th 611.

Exhibit “B-1”

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN DIEGO

|  |  |
| --- | --- |
| ,  Plaintiff,  v.  ,  Defendant.  AND RELATED CROSS ACTIONS. | Case No. 37-  **SPECIAL INTERROGATORIES TO PLAINTIFF(S) IN ASSOCIATION CASES (Code Civ. Proc. § 2030.010 et. seq.)**  **Trial Date: None set** |

Special Interrogatory No. 1:

Are “you” or have “you” ever been a corporation? If so, state:

(a) The name stated in the current articles of incorporation;

(b) All other names used by the corporation during the past ten years and the dates each was used;

(c) The date and place of incorporation;

(d) The present business address and mailing address (if different) of the corporation.

Special Interrogatory No. 2:

Are “you” or have “you” ever been an unincorporated association? If so, state:

(a) The current unincorporated association name;

(b) All other names used by the unincorporated association during the past ten years and the dates each was used;

(c) The present business address and mailing address (if different) of the unincorporated association.

Special Interrogatory No. 3:

If “you” are neither a corporation nor an unincorporated association, please state:

(a) Your” present legal status;

(b) The name stated under “your” present legal status;

(c) All other names used by “you” during the past ten years and the dates each was used;

(d) Your present business address and mailing address (if different).

Special Interrogatory No. 4:

Do “you” have an ownership interest in any real property? If so, state:

(a) The description of the real property owned;

(b) The date “you” receive title to the real property;

(c) The name of the person/entity who transferred the real property to “you”;

Special Interrogatory No. 5:

Do “you” have an ownership interest in any improvements (i.e., buildings, pools, etc.) on the subject property? If so, state:

(a) The description of the improvements;

(b) The date you received ownership interest in the improvements;

(c) The name of the person/entity who transferred the improvements to “you”;

(d) If built by “you,” the date of completion and the name of the person or entity who built each improvement.

**NOTE: A VERIFICATION SIGNED BY THE PARTY UNDER PENALTY OF PERJURY MUST ACCOMPANY THE RESPONSES TO THE “SPECIAL INTERROGATORIES TO PLAINTIFF(S).”**

**EXHIBIT “B-2”**

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN DIEGO

|  |  |
| --- | --- |
| ,  Plaintiff,  v.  ,  Defendant.  AND RELATED CROSS ACTIONS. | Case No. 37-  **SPECIAL INTERROGATORIES TO PLAINTIFF(S) (ALL CASES) (Code Civ. Proc. § 2030.010 et. seq.)**  **Trial Date: None set** |

**SPECIAL INTERROGATORY NO. 1:**

Were you aware of any defects and/or problems with your property before hiring counsel to represent you? If so, state:

* 1. What defects and/or problems you were aware of;
  2. As to each, when you first became aware of said defect and/or problem;
  3. As to each, what repairs, in any, you performed;
  4. As to each, who you hired, if anyone, to make repairs;
  5. As to each, whether you made a claim to your insurance company.

**SPECIAL INTERROGATORY NO. 2:**

Are you currently aware of any defects and/or problems with your property that are in addition to those listed above? If so, state:

1. What defects and/or problems you were aware of;
2. As to each, when you first became aware of said defect and/or problem;
3. As to each, what repairs, in any, you performed;
4. As to each, who you hired, if anyone, to make repairs;
5. As to each, whether you made a claim to your insurance company.

**NOTE: A VERIFICATION SIGNED BY THE PARTY UNDER PENALTY OF PERJURY MUST ACCOMPANY THE RESPONSES TO THE “SPECIAL INTERROGATORIES TO PLAINTIFF(S).”**

Exhibit “C-1”

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN DIEGO

|  |  |
| --- | --- |
| ,  Plaintiff,  v.  ,  Defendant.  AND RELATED CROSS ACTIONS. | Case No. 37-  **SPECIAL INTERROGATORIES TO DEFENDANTS AND CROSS-DEFENDANTS (Code Civ. Proc. § 2030.010 et. seq.)**  **Trial Date: None set** |

Special Interrogatory No. 1:

Are "You" or have "You" ever been a corporation? If so, state:

(a) The name stated in the current articles of incorporation;

(b) All other names used by the corporation during the past ten years and the dates each was used;

(c) The date and place of incorporation;

(d) The address of the principal place of business;

(e) Whether you are qualified to do business in California.

Special Interrogatory No. 2:

Are "You" or have "You" ever been a partnership? If so, state:

(a) The current partnership name;

(b) All other names used by the partnership during the past ten years and the dates each was used;

(c) Whether you are a limited partnership and, if so, under the laws of what jurisdiction;

(d) The name and address of each general partner;

(e) The address of the principal place of business.

Special Interrogatory No. 3:

Are "You" or have "You" ever been a joint venture? If so, state:

(a) The current joint venture name;

(b) All other names used by the joint venture during the past ten years and the dates each was used;

(c) The name and address of each joint venturer.

Special Interrogatory No. 4:

Are "You" or have "You" ever been an unincorporated association? If so, state:

(a) The current unincorporated association name;

(b) All other names used by the unincorporated association during the past ten years and the dates each was used;

(c) The address of the principal place of business.

Special Interrogatory No. 5:

Have "You" done business under a fictitious name during the last ten years? If so, for each fictitious name, state:

(a) The name;

(b) The dates each was used;

(c) The state and country of each fictitious name filing;

(d) The address of the principal place of business

Special Interrogatory No. 6:

Within the past five years, or since the start of construction of the home or project, has any public entity registered or licensed your businesses? If so, for each license or registration:

(a) Identify the license or registration;

(b) State the name of each individual qualifying you for such license;

(c) State the name of the public entity;

(d) State the license or registration number.

(e) For each registration or license, indicate whether there was a period in which said registration or license was suspended, non-renewed, lapsed or expired

Special Interrogatory No. 7:

Please set forth the name, job title, job duties and last known address of all of your past or present employees who were involved in the construction or supervision of construction of any improvement to real property that is the subject of this action.

Special Interrogatory No. 8:

With regard to the persons identified in your answer to Interrogatory No. 7 above, please list those who are no longer in your employ.

**NOTE: A VERIFICATION SIGNED BY THE PARTY UNDER PENALTY OF PERJURY MUST ACCOMPANY THE RESPONSES TO THE SPECIAL INTERROGATORIES.**

Exhibit “C-2”

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN DIEGO

|  |  |
| --- | --- |
| ,  Plaintiff,  v.  ,  Defendant.  AND RELATED CROSS ACTIONS. | Case No. 37-  **SPECIAL INTERROGATORIES TO DEFENDANT DEVELOPER/GENERAL CONTRACTOR (Crawford Fees and Costs) (Code Civ. Proc. § 2030.010 et. seq.)**  **Trial Date: None set** |

Special Interrogatory No. 1:

State the total amount of Crawford fees and costs you are claiming.

Special Interrogatory No. 2:

State the portion of those fees and costs you contend the propounding party owes you.

Special Interrogatory No. 3:

State the factual basis for the amount you have allocated to the propounding party.

/ / /

/ / /

/ / /

Special Interrogatory No. 4:

List and identify each and every insurer who is defending you, and as to each:

1. When they began defending you; and
2. What percentage of your defense they have agreed to pay.

**NOTE: A VERIFICATION SIGNED BY THE PARTY UNDER PENALTY OF PERJURY MUST ACCOMPANY THE RESPONSES TO THE SPECIAL INTERROGATORIES.**

**EXHIBIT “D”**

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN DIEGO

|  |  |
| --- | --- |
| ,  Plaintiff,  v.  ,  Defendant.  AND RELATED CROSS ACTIONS. | Case No. 37-  **VERIFIED INSURANCE QUESTIONNAIRE [FOR MEDIATION PURPOSES ONLY]** |

1. Name of party.
2. Name of trial attorney.
3. Name of insurance carrier(s).
4. Is the carrier excess or primary? (If more than one carrier, answer for 4 -21 for each potential carrier).
5. Policy Information
6. Policy no(s).:
7. Policy type:
8. Policy limits for each type of coverage contained in policy.
9. Policy period.
10. Provide the estimated amount of remaining aggregate coverage for each policy.
11. Is the carrier defending under a reservation of rights?
12. Is there a deductible or self-insured retention (“S.I.R.”)?
13. If so, how much is the deductible or S.I.R.?
14. If so, can it be satisfied by payment of defense expenditures?
15. Name, address and telephone number or insurance representative with primary responsibility for claim against your client.
16. Name, address and telephone number or insurance representative with full settlement authority (if different from above).
17. Has coverage been denied?
18. When was coverage denied?
19. Basis of denial.
20. Has coverage been revoked, rescinded or “bought back”?
21. Date coverage been revoked, rescinded or “bought back”?
22. Name, address and telephone number of insurance representative revoking, rescinding or “buying back” coverage.
23. As to each policy, please indicate whether it provides completed operations coverage and/or contains a broad form endorsement.
24. As to each policy, please indicate if there are any of the following exclusions: subsidence, mold or attached housing.
25. Are you aware of any additional insured endorsements relating to this litigation? If “yes”, provide the name of each additional insured, the type of endorsement and the period of coverage and indicate whether or not said insurance company has agreed to defend you pursuant to said additional insured endorsements. (Said information is to be updated every 90 days.)
26. Provide the name, address and telephone number of the present custodian of the policy(s).
27. Are you self-insured under any statute for the damages, claims or actions that have arisen out of the damage at the residences?
28. If you answered question no. 19 “yes”, specify statute.
29. Name, address and telephone numbers of each named insured.
30. At the time you performed your work at the project, who in your company was responsible for obtaining your insurance policies and additional insured endorsements?
31. Name and address of your insurance broker/agent from whom you purchased the applicable insurance.

**NOTE: A VERIFICATION SIGNED BY THE PARTY UNDER PENALTY OF PERJURY MUST ACCOMPANY THE RESPONSES TO THE INSURANCE QUESTIONNAIRE.**

**EXHIBIT “E”**

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN DIEGO

|  |  |
| --- | --- |
| ,  Plaintiff,  v.  ,  Defendant.  AND RELATED CROSS ACTIONS. | Case No. 37-  **VERIFIED STATEMENT OF WORK OF CROSS-DEFENDANT, SUBCONTRACTOR, DESIGN PROFESSIONALS AND MATERIAL MEN (Code Civ. Proc. § 2030.010 et. seq.)** |

1. Name of party:
2. Name of trial attorney:
3. Detailed description of work performed (including work performed or services provided under verbal or written contracts, change orders and/or extras as appropriate):
4. Location of work performed by tract number, phase number, and unit number or building number
5. Inclusive dates between which work was performed:
6. Identity of person or entity with whom you contracted to perform the above-described work:
7. Did you supply materials?
8. If you supplied materials, describe the materials you provided:
9. If you supplied materials, identify the person or entity from whom you purchased the materials:

Did you subcontract any of the work that was to be performed by you to another person or entity?

Name:

Address:

Telephone no.:

1. If you did subcontract any of your work to another, identify the person or entity to whom you subcontracted:

Name:

Address:

Telephone no.:

1. If you did subcontract any of your work to another, was that subcontract in writing?
2. If you did subcontract any of your work to another, identify the nature of work and/or services.
3. Name, last known work address and work telephone number of person(s) most knowledgeable regarding the contracts entered into for the supply of labor and/or materials by you regarding the subject project. If more than one person, identify each, and their particular area of knowledge.
4. Name, last known work address and work telephone number of person(s) most knowledgeable regarding the field conditions and/or work performed by you at the subject project. If more than one person, identify each and their particular area of knowledge.
5. Name, last known work address and work telephone numbers of all foremen and/or superintendents at the subject project. If more than one person, identify each and their particular area of knowledge.
6. If you manufactured a product used in the construction of the project, please identify each product, including its name, model, series, date of design and type.
7. If you manufactured a product used in the construction of the project, please identify the individual(s) who designed each product by stating their name, title, dates of employment, present work address and work telephone number.
8. If you manufactured a product used in the construction of the project, please identify the plant manager(s) who supervised the manufacturing of each product by stating their name, title, dates of employment, present work address and work telephone number.
9. If you manufactured a product used in the construction of the project, please identify the individual(s) at your entity who sold or negotiated the terms of the sale of each product by stating their name, title, dates of employment, present work address and work telephone number.

NOTE: A VERIFICATION SIGNED BY THE PARTY UNDER PENALTY OF PERJURY MUST ACCOMPANY THE RESPONSES TO THE STATEMENT OF WORK.

Exhibit “F”

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN DIEGO

|  |  |
| --- | --- |
| ,  Plaintiff,  v.  ,  Defendant.  AND RELATED CROSS ACTIONS. | Case No.  **DESTRUCTIVE TESTING REQUEST FORM**  I/C Judge:  Department:  Trial Date: |

Name of Party: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name of Trial Attorney: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date Submitted: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

SUBDIVISION AND PHASES WHERE YOUR CLIENT PERFORMED WORK OR PROVIDED PRODUCTS(S):

LOCATION ON THE SUBJECT PROPERTY TO BE DESTRUCTIVELY TESTED:

TYPE OF DESTRUCTIVE TESTING TO BE CONDUCTED:

IS SPECIAL EQUIPMENT NECESSARY TO CONDUCT TESTING?

IF SO, LIST THE TYPE OF EQUIPMENT NECESSARY:

ARE YOU WILLING TO SHARE THE COSTS ASSOCIATED WITH THE DESTRUCTIVE TESTING?

DATE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ BY: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Exhibit “G”

SUMMARY OF DEADLINES AND CASE DATES

* 1. **SUMMARY OF GENERAL DEADLINES**

1. Objection/Proposed Amendments to CMO: Within thirty (30) days of notice of this order or initial appearance, whichever is later.
2. Filing of Cross-Complaint: Within thirty (30) days of notice of this order or initial appearance, whichever is later.
3. Response to Special Interrogatories: Within thirty (30) days of notice of this order or initial appearance, whichever is later.
4. Response to Statement of Work: Within thirty (30) days of notice of this order or initial appearance, whichever is later.
5. Response to Insurance Questionnaire: Within thirty (30) days of notice of this order or initial appearance, whichever is later.
6. Document production: Within forty-five (45) days of notice of this order or initial appearance, whichever is later.
7. Entry of Default: Within forty-five (45) days of service.
8. Documents relied upon by expert(s) to be deposited no later than seven (7) days prior to deposition.
9. **B. SUMMARY OF SPECIFIC DISCOVERY DATES**
10. Deadline to add Plaintiffs without leave of Court: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
11. Deadline to add Defendants and/or add causes of action/claims, without leave of Court: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
12. Deadline to add Cross-Defendants and/or add causes of actions/claims to Cross-Complaint, without leave of Court: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
13. Developer to serve Homeowner/Phase Matrix: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
14. Plaintiff(s) to serve preliminary defect list: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
15. Plaintiff(s) to serve Preliminary Cost of Repair: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
16. Scope of Work/Insurance Meeting: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
17. Plaintiff to serve non-destructive site inspection schedule: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
18. Nondestructive site inspection: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
19. Defense submit Destructive Testing Request Form: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
20. Meet and Confer Re: destructive testing schedule: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
21. Plaintiff publishes destructive testing schedule: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
22. Destructive Testing: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
23. Plaintiff serves Final Defect List: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
24. Plaintiff serves Final Cost of Repair: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
25. Developer/General Contractor serves Responsive Report to Plaintiff’s Defect List: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
26. Developer/General Contractor serves Responsive Report to Plaintiff’s Cost of Repair: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
27. Meet and Confer Re: Percipient Witness Deposition Schedule: \_\_\_\_\_\_\_\_\_\_\_\_\_\_
28. First Expert Designation: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
29. Second Expert Designation: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
30. Percipient Witness’ depositions: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
31. Meet and Confer Re: Expert Deposition Protocol and Schedule: \_\_\_\_\_\_\_\_\_\_\_\_\_\_
32. Expert depositions: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
33. **MEDIATION RELATED DATES**
34. Developer’s demands to Cross Defendants: Thirty (30) days before Mediation.
35. **COURT RELATED DATES**
    * 1. Cutoff for completion of discovery: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
      2. Cutoff for hearing of motions: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
      3. Trial Readiness Conference: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_at 9:30a.m.
      4. Trial Call: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_at 9:30a.m.

Exhibit “H”

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN DIEGO

|  |  |
| --- | --- |
| ,  Plaintiff,  v.  ,  Defendant.  AND RELATED CROSS ACTIONS. | Case No. 37-  **MEDIATOR/DISCOVERY REFEREE DECLARATION OF COMPLIANCE WITH CALIFORNIA CODE OF JUDICIAL ETHICS** |

Whereas, California Rules of Court, rule 3.924 requires certification by the appointed Mediator and Discovery Referee that he/she is aware of and will comply with all applicable provisions of Canon 6 of the California Code of Judicial Ethics.

Whereas, pursuant to Code of Civil Procedure section 639, the Court has appointed \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ as the Discovery Referee and the parties agree to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ as the Mediator in this litigation.

Therefore, I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ hereby certify as follows:

1. I am an active member in good standing of the State Bar, State Bar No. \_\_\_\_\_\_\_\_\_\_\_\_.

/ / /

1. My business address and business telephone numbers are as follows:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. I am aware of and will comply with Canon 6 of the California Code of Judicial Ethics.
2. I am aware of and will comply with Code of Civil Procedure section 639 and California Rules of Court, rules 3.924 and 3.930-3.932.

I certify the foregoing is true and correct.

Executed this \_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_\_, at San Diego, California,

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

1. **ANY DELETIONS OR ADDITIONS, INCLUDING FILLING IN BLANKS, SHOULD BE A “RED LINE” OR “SHADOW” PROCEDURE CLEARLY SHOWING THE MODIFICATIONS.** [↑](#footnote-ref-1)
2. All references herein are to “alleged” Developer. [↑](#footnote-ref-2)
3. All references herein are to “alleged” General Contractor. [↑](#footnote-ref-3)
4. *Crawford v. Weather Shield Mfg., Inc.* (2008) 44 Cal.4th 541. [↑](#footnote-ref-4)