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**F I L E D**

Superior Court of California  
County of San Francisco

JUN 29 2012

CLERK OF THE COURT

BY: *Andray* Deputy Clerk

**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF SAN FRANCISCO**

**IN RE: COMPLEX ASBESTOS )  
LITIGATION )  
CASE NO. CGC-84-828684  
CASE MANAGEMENT ORDER**

On October 2, 2011, the San Francisco County Superior Court (“Court”) issued In Re Complex Asbestos Litigation, case number CGC-84-828684, Order: 1) Rescinding all Asbestos General Orders Except Those Specifically Retained and 2) Ceasing the Practice of Grouping (“Rescinding Order”) stating the Court’s intention to rescind specific asbestos general orders in existence on said date. On December 5, 2011 this Court stayed the application of the Rescinding Order. As of July 2, 2012, all asbestos General Orders are rescinded except as herein provided and the stay on the Rescinding Order is lifted and modified as set forth in this Case Management Order (“Order”).

The Court has previously found that asbestos cases constitute “complex litigation” within the meaning of former Standard 19 of the Judicial Administration Standards. The Court continues its finding that asbestos cases present complex litigation under Standard 3.10 of the Judicial Administration Standards. This Order shall comply with the California Code of Civil Procedure (“CCP”), the California Rules of Court, and San Francisco Local Rules of Court unless herein specifically modified by the Court in recognition of the complex nature of asbestos cases.

1           These cases require exceptional judicial management to avoid placing unnecessary  
2 burdens on the Court and litigants and to expedite the cases, keep costs reasonable, and promote  
3 effective decision-making by the Court, the plaintiffs/defendants and their counsel, within the  
4 meaning of California Rules of Court, Rule 3.400. As a result, it was and remains the policy of  
5 the Court to:

- 6           1.       Promote the mutual expeditious exchange of necessary and relevant information to  
7           facilitate the prompt evaluation of cases whenever possible;
- 8           2.       Curtail and prevent repetitive, burdensome discovery;
- 9           3.       Encourage the delegation of some discovery tasks and the sharing of costs on  
10          common tasks to avoid unnecessary duplication and expense to the litigants; and
- 11          4.       Bring asbestos cases cost effectively to early and meaningful settlement  
12          negotiations and resolution or trial where appropriate or to provide for sufficient discovery  
13          to allow for the timely filing and decision on dispositive motions.

14           Therefore, this Court adopts this Order to govern procedures in asbestos personal injury  
15 and wrongful death cases pending or filed on or after July 2, 2012. However as of the effective  
16 date of this Order, July 2, 2012, any case with a trial date on or before September 30, 2012 shall  
17 continue to be governed by the General Orders in place as of September 30, 2011 instead of this  
18 Order. For all pending cases as of June 29, 2012 that utilize the Master Pleading pursuant to  
19 General Order 55, said complaint will remain operative. This Order shall be referenced in any  
20 complaint filed on or after July 2, 2012.

21           Any party wishing to object to the application of all or part of this Order to a specific case  
22 filed on/or after July 2, 2012 shall do so on noticed motion made to the Asbestos Judge within  
23 thirty (“30”) days of the filing of the complaint, or said party’s appearance, whichever is later.

24           Nothing herein limits the Court from issuing case specific orders.

25           **1. In re: Complex Asbestos Litigation Designation**

26           All litigation currently pending or hereafter filed in the Court involving alleged bodily  
27 injury due to asbestos exposure is determined to be complex litigation under Standard 3.10 of the  
28 Standards of Judicial Administration and California Rules of Court, Rule 3.403(b).

1 **2. Creation of Asbestos Case Management Department**

2 A. Asbestos Department

3 All pre-trial motions and trial assignments in asbestos cases and other matters as  
4 designated by the Asbestos Judge shall be noticed and heard by the Asbestos Judge or  
5 assigned by the Asbestos Judge to another department.

6 B. Case Management

7 When an asbestos complaint is filed, the clerk will designate on its face a  
8 Trial Setting Conference (“TSC”) date. The TSC date shall be set approximately  
9 eleven (“11”) months after the date the complaint is filed. Absent good cause, it is  
10 anticipated the trial date will be set approximately six (“6”) to eight (“8”) months  
11 after the TSC. Two weeks prior to the TSC, Plaintiff’s counsel must provide to the  
12 Court and all parties a statement of compliance that said complaint (1) conforms to  
13 the California Rules of Court, Rule 3.110 and (2) the service and appearance status  
14 of all named defendants. Failure to comply with the requirement set forth herein,  
15 including service, responsive pleading and default, may result in the cancellation  
16 of the TSC and the issuance of an order to show cause. No trial date shall be set  
17 and the case shall be continued to a later TSC if the deposition of plaintiff has *not*  
18 been noticed and/or *not* completed as to all defendants who have been served  
19 unless there is good cause shown as to why plaintiff’s deposition cannot be  
20 completed prior to the TSC hearing date.

21 Any party with an issue related to the TSC and/or trial date that has not  
22 been resolved after meeting and conferring with opposing counsel may request a  
23 Case Management Conference (“CMC”) be scheduled. The requesting party shall  
24 file and serve a CMC statement setting forth the specific issue to be addressed by  
25 the Court with a meet and confer declaration as defined by CCP § 2016.040.  
26 Upon receipt of the CMC statement, the Court may set a CMC within fourteen  
27 (“14”) days and provide notice to the requesting party providing no less than five  
28 (“5”) court days notice of the CMC. Requesting party shall serve the notice of the

1 CMC on all parties within one (“1”) business day of the receipt of same from the  
2 Court.

3 **3. In re: Complex Asbestos Litigation File**

4 The County Clerk shall maintain a file in compliance with electronic filing, see Section 4  
5 Electronic Filing herein set forth below, for filings under the “In Re: Complex Asbestos  
6 Litigation” caption and case number CGC-84-828684 which shall be readily available to the  
7 attorneys and parties involved in asbestos litigation and to the public generally.

8 All orders that are applicable to asbestos litigation shall be filed in this file, with the In  
9 Re: Complex Asbestos Litigation caption and case number.

10 **4. Electronic Filing**

11 All documents filed in asbestos cases shall be electronically filed and served on all parties  
12 as set forth in Exhibit A: San Francisco County Superior Court Amended General Order  
13 158, filed October 16, 2006, herein attached. However this Order does not require compliance  
14 with Section 14 of General Order 158.

15 **5. Designated Defense Counsel**

16 A. The California law firm of Berry & Berry is provisionally appointed under  
17 *Asbestos Claims Facility v. Berry & Berry*, 219 Cal. App. 3d 9, 267 Cal. Rptr. 896 (1990)  
18 as the Designated Defense Counsel (“DDC”) for one (“1”) year from the date of this  
19 Order. Defendants shall select DDC and inform the Court of the identity of DDC  
20 on an annual basis from the date of this Order. If defendants do not identify a DDC on the  
21 anniversary date, then the previously appointed DDC remains in place for another year.  
22 Until a further Order is issued by the Court, said DDC shall coordinate the procurement  
23 and scheduling of certain pretrial discovery activities described herein and, if requested by  
24 the Court, to report progress of the coordinated discovery to the Court. DDC shall  
25 not be deemed an attorney for any defendant solely as a result of said activities. The  
26 participating defendants do not waive the attorney-client privilege and/or disclosure of  
27 confidential attorney work product by DDC’s performance of said activities.

28 B. Nothing herein precludes DDC from providing or contracting with any

1 defendant for services beyond those authorized in this Order, such services include but are  
2 not limited to jointly retaining experts on behalf of defendants, noticing, taking and/or  
3 defending medical expert witnesses at deposition, or acting as medical trial counsel  
4 provided that an association of attorneys has been filed. Any such additional services  
5 shall be charged only to defendants requesting or contracting with DDC for said  
6 additional services. However, by appearing at a deposition of a joint defense medical  
7 expert, or by requesting the work product from the expert's examination or review, that  
8 defendant will be billed and obligated to pay for its per capita share of the costs and fees  
9 associated with that expert examination or review, plus the costs and fees associated with  
10 acquisition of the materials upon which the expert relies. The amounts billed to such a  
11 defendant shall be credited per capita to each defendant which had previously paid or been  
12 billed for such services. To the extent any defendant requests an Independent Medical  
13 Examination ("IME") of plaintiff, DDC shall schedule and coordinate the IME which  
14 may, at defendants' option, include: physical examination, chest radiographs/ CT scans,  
15 pulmonary function test and an oral history. DDC must comply with the standards  
16 set forth in *Asbestos Claims Facility v. Berry & Berry*, 219 Cal. App. 3d 9, 267 Cal. Rptr.  
17 896 (1990) in executing its duties.

18 C. It is ordered that DDC shall have electronic access to (1) "In Re: Complex  
19 Asbestos Litigation" caption, case number CGC-84-828684, and (2) all asbestos cases in  
20 which DDC has been appointed Designated Defense Counsel by the defendants  
21 through the electronic service vendor.

22 D. DDC's costs and reasonable fees shall be shared equally among all  
23 defendants appearing in the action and allocated on a per capita basis for the following  
24 functions provided by DDC to all defendants:

- 25 1. As requested by the Court, provide reports or updates, or respond to Court  
26 inquiries, and/or attend Case Management Conferences, Trial Setting Conferences  
27 and Motions for Trial Preference;
- 28 2. Obtain authorizations and stipulations for the release of medical (including

1 pathology and radiology), employment, union and military records;

2 3. Notice, schedule and coordinate plaintiff's deposition with request for  
3 production of documents, including cost of the court reporter, original transcript,  
4 videotaping, videoconferencing and may include plaintiff's reasonable travel  
5 expenses if taken at a more distant location as provided in CCP § 2025.250; and

6 4. For service and process of the plaintiff's Preliminary Fact Sheet (herein set  
7 forth below in Section 6(A)) and standard interrogatories served upon plaintiff.

8 E. A defendant who is no longer an active party to a case shall provide written notice  
9 to DDC, and within one ("1") business day of receipt of same, DDC shall cease billing  
10 that defendant for any function pursuant to this Order.

11 F. No activity performed by DDC in this Section shall constitute a general  
12 appearance by or on behalf of any defendant.

13 G. Nothing in this Order precludes a defendant from filing a motion to compel or  
14 other motion seeking relief and any such motion may be filed by DDC, at the  
15 request of a contracting defendant(s).

16 **6. Disclosure of Information**

17 The complex nature of asbestos cases allows this Court to direct methods or procedures  
18 regarding initial standard discovery among the parties in compliance with the Court's inherent  
19 powers under the CCP, California Rules of Court, and San Francisco Local Rules of Court.  
20 However, nothing in this section precludes a party from asserting their objection under applicable  
21 statutes and/or case law.

22 A. Preliminary Fact Sheet

23 Contemporaneous with the filing of a complaint for alleged bodily injury due to  
24 asbestos exposure, there shall be filed a Preliminary Fact Sheet ("PFS") prepared and  
25 signed by plaintiff's counsel. The PFS shall comply exactly with the form attached  
26 hereto. (See attached Exhibit B: Plaintiff's Preliminary Fact Sheet/New Filing/Asbestos  
27 Litigation). The PFS, with required exhibits, shall accompany any service of summons  
28 and complaint thereafter made. The PFS is provided to defendants solely for

1 informational and administrative purposes and shall not be used by any party as evidence  
2 or for impeachment purposes. Plaintiffs shall serve DDC, in those cases in which they  
3 serve as Designated Defense Counsel, with a copy of the complaint, the PFS and  
4 exhibits contemporaneously with service on the first defendant.

5 B. Standard Discovery

6 Defendant's Standard Discovery to Plaintiff's

7 (1) Within twenty-one ("21") days after service of the complaint, plaintiff  
8 shall serve on all defendants responses to Standard Asbestos Case Interrogatories,  
9 Set 1. (See attached Exhibit C: Defendants' Standard Interrogatories to Plaintiff  
10 (Personal Injury), Set 1). Responses to Standard Loss of Consortium  
11 Interrogatories, Wrongful Death Interrogatories or Standard Friction  
12 Interrogatories, when appropriate, shall be served within thirty ("30") days after  
13 service of the complaint. (See attached Exhibits D: Defendants' Standard  
14 Interrogatories to Plaintiff (Loss of Consortium), Set 1), Exhibit E: Defendants'  
15 Standard Interrogatories to Plaintiff (Wrongful Death), Set 1), Exhibit F:  
16 Defendants' Standard Interrogatories to Plaintiff (Friction), Set 1). Plaintiff shall  
17 respond to the Standard Request for Production of Documents and Things (See  
18 attached Exhibit G: Defendants' Standard Request for Production and  
19 Identification of Documents and Things to Plaintiff(s)) and serve said responses on  
20 all defendants within thirty ("30") days after service of the complaint or ten ("10")  
21 days prior to the date initially noticed for the deposition of plaintiff, whichever is  
22 earlier. If any defendant is subsequently served with the summons and complaint,  
23 plaintiff shall serve responses to the applicable Standard Interrogatories if said  
24 responses were previously served, otherwise within twenty-one ("21") days of the  
25 initial service of the summons and complaint on any party.

26 (2) The original responses to Standard Interrogatories, as previously identified  
27 as Exhibit C through Exhibit G, are to be served on DDC in those cases in  
28 which a Designated Defense Counsel has been appointed, if there is no Designated

1 Defense Counsel then plaintiff shall serve each defendant with the responses in  
2 compliance with the CCP. Any requests for extension of time for plaintiff to  
3 respond to Standard Interrogatories shall be directed to DDC in those cases in  
4 which a Designated Defense Counsel has been appointed. If there is no DDC  
5 appointed, then plaintiff must request extension to all of the served defendants in  
6 compliance with the CCP.

7 Plaintiff's Case-Specific Standard Interrogatories to Defendants

8 (1) The Court will allow plaintiff to propound Plaintiff's Case-Specific  
9 Standard Interrogatories to Defendants (See Exhibit H: Plaintiff's Case-Specific  
10 Standard Interrogatories to Defendants). Plaintiff may propound these  
11 interrogatories ten ("10") days after the service of the summons and complaint on,  
12 or appearance by, the defendant on whom they are served, whichever comes first.

13 (2) Plaintiff's Case-Specific Standard Interrogatories must be captioned and  
14 served in an individual case and shall neither be captioned nor served in In Re:  
15 Complex Asbestos Litigation, case number CGC-84-828684.

16 C. Authorizations

17 (1) Within ten ("10") days after receipt of the standard discovery responses,  
18 DDC shall forward authorization forms and stipulations (See attached Exhibits  
19 I-1 to I-12) necessary for production of records, pathology and radiology to  
20 plaintiff and plaintiff shall provide fully executed authorizations to DDC within  
21 thirty ("30") days of the receipt of the forms and stipulations. Duration of the  
22 executed authorizations shall be for one ("1") year. DDC may submit to plaintiff  
23 for signature and return to DDC within ten ("10") days, updated authorizations  
24 and/or any additional forms required by a particular facility where  
25 plaintiff/decedent received treatment.

26 (2) Upon receipt of records obtained by stipulation or authorization, the  
27 document reproduction service will forward these records to plaintiff's counsel  
28 and no sooner than twenty-one ("21") days later, the document reproduction



1 service will provide copies to DDC, unless notified in writing of an objection.  
2 Any party may either make or oppose a motion to compel and/or a motion for  
3 protective order or without waiving the objection, make a motion in limine for  
4 disclosure of records at trial.

5 In cases where the PFS indicates an intent to file a Motion for Preference  
6 pursuant to CCP § 36 or in cases where said motion has been filed, the document  
7 reproduction service will immediately electronically scan and send (or hand  
8 deliver) copies of said records to plaintiff's counsel. The records will be provided  
9 to DDC no sooner than seven ("7") days after delivery of the records to  
10 plaintiff's counsel unless DDC and the document reproduction service are  
11 advised in writing of an objection to said production. There shall be no "first  
12 look" as to plaintiff's Social Security Earnings Records.

13 (3) All records produced pursuant to this Section are presumed to be  
14 authenticated and to satisfy the business records exception of the hearsay rule  
15 under Cal. Evid. Code §§ 1270 to 1272 unless the party objecting to the admission  
16 establishes the contrary by a preponderance of the evidence.

17 D. RECORD PROCUREMENT

18 (1) DDC shall be responsible for initiating the procedures necessary to  
19 obtain plaintiff's medical and employment records and related medical evidence  
20 (radiographs, x-rays, photographs, pathology specimens, etc.), including issuance  
21 of subpoenas.

22 (2) In those cases where a DDC is appointed, absent Court order, no other  
23 defendant shall initiate procedures to obtain from the plaintiff his/her medical and  
24 employment records or medical evidence. A defendant, however, may seek said  
25 records as part of a deposition subpoena or notice of depositions of plaintiff's  
26 employers or treating doctors.

27 (3) DDC is appointed as primary custodian of pathology specimens and  
28 chest radiographs/CT scans which DDC obtains via subpoena or plaintiff's

1 authorization/stipulation until the date of trial, at which time DDC shall deliver  
2 all pathology materials, films and CT scans to plaintiff. Upon written request  
3 DDC shall notify plaintiff of any pathology specimens and chest radiographs/CT  
4 scans obtained by DDC and cooperate with plaintiff's review of same.  
5 Plaintiff and those defendants participating in this function shall have  
6 reasonable and timely access to said materials.

7 **7. Deposition of Plaintiff**

8 A. The plaintiff's deposition shall be noticed by DDC or by counsel for plaintiff  
9 pursuant to CCP § 2025.210. Prior to noticing the deposition of plaintiff, DDC and  
10 counsel for plaintiff shall meet and confer regarding deposition dates and location. The  
11 party that notices the deposition shall proceed first.

12 B. (1) Non-Preference Cases

13 Absent agreement of the parties or Court order, there is no presumptive  
14 time limit for the defense's examination of plaintiff. The Court may extend or  
15 shorten the length of the deposition upon a showing of good cause. The parties  
16 may, at any time, agree among themselves to extend or shorten the length of any  
17 deposition.

18 (2) Preference Cases

19 In any case in which plaintiff has notified defendants that preference  
20 under CCP § 36 will be or has been sought there is a presumptive twenty ("20")  
21 hours for the defense's examination of plaintiff subject to adjustment by the Court  
22 for the number of active named defendants, number of alleged exposures, and  
23 number of job sites identified. The Court may extend or shorten the length of the  
24 deposition upon a showing of good cause. The parties may, at any time, agree  
25 among themselves to extend or shorten the length of any deposition.

26 (3) If any portion of the trial preservation testimony is videotaped then the  
27 entirety of the plaintiff's testimony shall be videotaped.

28 (4) The costs of the videotaping of the plaintiff's testimony are the

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responsibility of the party noticing the videotaped testimony.

C. In any case in which DDC has been appointed, the deposition of any plaintiff may be noticed only by plaintiff's counsel or DDC, and may not be separately noticed by an individual defendant.

D. In any case in which the Court has declined to appoint DDC, or in which the Court has sustained a party's objection to the appointment of a DDC, either plaintiff's counsel or defense' counsel may notice the deposition of any plaintiff according to the CCP.

**8. Discovery Cut-Off**

A. In non-preference cases, all non-expert witness discovery shall be completed no later than thirty ("30") days prior to the trial date. Expert witness discovery shall be completed by 5:00 p.m. (PST) on the date of trial.

B. In cases where the Court has granted preference under CCP § 36, all discovery shall be completed prior to the assignment of the case out to trial, unless there has been a stipulation by the parties or by Court order.

**9. Expert Witnesses**

Expert witness disclosure and designation shall be per CCP absent stipulation by the parties or by Court order granted at the TSC or at a motion hearing.

A. Telephonic Depositions of Expert Witnesses Permitted:

Upon proper demand by a party (the deposing party) to depose a retained expert witness designated by another party (the defending party), the defending party may make the expert witness available for deposition by telephone upon the following conditions:

- (1) Counsel for the defending party shall notify all counsel at the time of disclosure that the expert witness will be offered for deposition by telephone. Any party objecting to the taking of the deposition by telephone shall advise all counsel in writing by facsimile, electronic service or hand delivery of the basis of their objection no later than five ("5") court days after the date of disclosure or three

1 (“3”) court days in cases where preference under CCP § 36 has been granted. The  
2 parties are encouraged to give telephonic notice of their objection to the defending  
3 party. The defending party shall meet and confer in good faith with the opposing  
4 party to resolve any and all issues pertaining to the offered telephone deposition.  
5 If after meeting and conferring, an objection to the telephonic deposition persists,  
6 the offering/defending party seeking the telephonic deposition may make a motion  
7 to permit proceeding with a telephonic deposition. Said motion may be made  
8 upon one (“1”) court day notice and shall be heard by the judge in the Asbestos  
9 Department or other judge designated by the Asbestos Judge.

10 (2) The defending party will, at least two (“2”) court days in advance of the  
11 deposition, also provide a full and complete copy of the expert’s file (including but  
12 not limited to deposition(s) or medical records reviewed by the expert in  
13 preparation for his or her testimony which the expert has highlighted, tabbed or  
14 otherwise altered) and Curriculum Vitae to any party who so requests it.

15 (3) If there are additions to the expert’s file within two (“2”) court days  
16 prior to the deposition, the defending party will provide all additional materials to  
17 any party who previously requested materials as soon as practicable, but at least  
18 one (“1”) hour prior to the scheduled deposition. The defending party will notify  
19 the deposing party in writing two (“2”) court days in advance of the deposition in  
20 the event the expert to be deposed does not have a file and/or Curriculum Vitae.

21 (4) Counsel for the defending party shall be required to have a facsimile  
22 machine readily available or electronic mail access for use by the expert witness  
23 during the course of the deposition, and counsel for the deposing party shall be  
24 required to have a facsimile machine readily available or email access capable  
25 of transmitting attachments for use during the course of the deposition.

26 (5) The attorney for any party may elect to be personally present with the  
27 deponent during the deposition, but in such case the deposition shall be taken, at  
28 the option of the expert witness, at the office of the expert witness or at such

1 location as counsel for the electing party may designate within thirty-five (“35”)  
2 miles of the office of the expert witness. Any attorney so electing shall give notice  
3 of such election to the defending party by facsimile, electronic service or hand  
4 delivery within five (“5”) days, or three (“3”) days in cases in which preference  
5 has been granted, after notice has been provided of the date, time and place at  
6 which the expert is being offered by the defending party. Any party may attend by  
7 telephone from any other location. If counsel for the defending party elects to be  
8 personally present, notice shall be provided to all parties at the time the expert is  
9 offered for deposition. The defending party shall make arrangements to allow  
10 attorneys for any other party to attend the deposition by telephone.

11 6. The cost of the telephone connection shall be paid by the defending party  
12 and may be a recoverable cost of suit. The deposing party shall tender the  
13 expert’s fee to the expert witness and/or counsel for the defending party no later  
14 than the scheduled time for the commencement of the deposition if the deposing  
15 party is present with the expert. If the deposing party is not present with the  
16 expert, the deposing party shall tender the expert’s fee to the defending party no  
17 later than the scheduled time for the commencement of the deposition.

18 7. Nothing herein precludes the parties from reaching different or additional  
19 agreements concerning retained expert witness depositions. This Order does not  
20 apply to non-retained expert witness or percipient witness depositions which shall  
21 be taken pursuant to the applicable provisions of the CCP or by stipulation of the  
22 parties. Nothing in this Order shall limit a party’s right to seek a protective order  
23 or other relief including a motion to exclude expert testimony and/or to compel the  
24 personal appearance of an expert for deposition and/or for sanctions pursuant to  
25 the applicable provisions of the CCP.

26 B. Cancellation of Deposition

27 Plaintiff and defendants shall cooperate in good faith to minimize late or untimely  
28 cancellations of expert witness depositions. Except as otherwise agreed, the parties shall

1 provide a minimum of two (“2”) court days’ notification in the event of cancellation or  
2 change to a scheduled expert witness deposition. When a cancellation is not timely made,  
3 the canceling party shall pay the expert witness his/ her fee for one-half hour of deposition  
4 time at the expert witness’ standard deposition rate. This provision is intended to protect  
5 the schedules of expert witnesses and to adequately compensate them in the event of  
6 untimely cancellation.

7 **10. Mandatory Settlement Conferences**

8 A Mandatory Settlement Conference (“MSC”) may be scheduled with the Asbestos  
9 Settlement Coordinator, the Asbestos Judge, or any other Judge assigned by the Asbestos Judge.  
10 The MSC ordinarily will take place between fourteen (“14”) and thirty (“30”) days before  
11 the initial trial date. A settlement conference statement (“Settlement Statement”), as required  
12 below, must be in compliance with Rule 3.1380 of the California Rules of Court and Rule 5(G) of  
13 the San Francisco Superior Court Local Rules, unless otherwise excused. All Settlement  
14 Statements are confidential.

15 A. MSC with Asbestos Judge

16 (1) No later than ten (“10”) days prior to the date set for the MSC, or as  
17 otherwise ordered by the Asbestos Judge, counsel for plaintiff shall provide to  
18 each remaining defendant a demand and identify all previously undisclosed,  
19 remaining defendants;

20 (2) Within five (“5”) days prior to the date set for the MSC, or as otherwise  
21 ordered by the Asbestos Judge, the remaining parties shall each lodge with the  
22 Asbestos Judge a Settlement Statement that discloses the essential  
23 facts supporting claimed liability and defenses thereto. Said Settlement  
24 Statement should also state the following:

25 (a) from plaintiff:

26 (i) the total amounts of settlements obtained or negotiated in  
27 the case, including bankruptcy trust payments; and

28 (ii) all factors that bear upon plaintiff’s likelihood to settle

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(excluding trial related factors, e.g. judge assignment, type of jury, etc.).

(b) from defendant:

(i) the name, position/title, phone number(s) and email address of each person who must approve an offer and has final settlement authority; and

(ii) all factors that bear upon defendant's likelihood to settle (excluding trial related factors, e.g. judge assignment, type of jury, etc.).

(3) Plaintiff shall attend in person or, for good cause shown, be available by phone.

(3) Each defendant's principal, possessing final decision-making authority shall attend in person or, for good cause shown, be available by phone.

(5) Request for relief from attendance at the Settlement Conference shall be made through the Asbestos Settlement Coordinator or the Asbestos Judge's designee who shall notify the requesting party no later than two ("2") court days before the settlement conference whether the request has been granted by the Asbestos Judge.

B. MSC with Asbestos Settlement Coordinator or the Asbestos Judge's Designee

(1) Unless requested by the Asbestos Settlement Coordinator or the Asbestos Judge's Designee, a Settlement Statement is not required prior to the scheduled MSC.

(2) Parties participating in the MSC must have full and final settlement authority, a thorough understanding of the factual and legal basis of the cases, and knowledge of all factors that bears on the parties' likelihood to settle.

(3) Unless excused by the Asbestos Settlement Coordinator or the Asbestos Judge's Designee, two ("2") court days prior to the MSC, parties must provide the Asbestos Settlement Coordinator or the Asbestos Judge's

1 Designee the name, position/title, phone number(s) and email address of each  
2 person who must approve an offer (or demand) and has final settlement  
3 authority.

4 (4) An MSC shall be set for non-preference cases no later than two ("2")  
5 weeks prior to said case's trial date. Parties may request setting the MSC in  
6 advance of said time frame. For cases where preference is granted under  
7 CCP § 36, the MSC may be either set at the time of granting preference or at  
8 least one week prior to the trial date. If the parties agree that the date for a  
9 scheduled MSC is occurring before the case is ready for settlement, then upon  
10 notice to the Asbestos Settlement Coordinator or the Asbestos Judge's Designee,  
11 the appearance at the MSC shall be postponed to a later date.

12 (5) No later than two ("2") weeks prior to the trial date, plaintiff's  
13 counsel shall provide a list of remaining defendants and the current demands  
14 and/or settlement status to the Asbestos Settlement Coordinator or the Asbestos  
15 Judge's Designee.

16 (6) Plaintiff's counsel will also confidentially provide current total amounts of  
17 settlements obtained or negotiated in the case, including bankruptcy trust  
18 payments. If requested by the Asbestos Settlement Coordinator or the  
19 Asbestos Judge's Designee, plaintiff's counsel shall specify that of the total  
20 amounts of settlements obtained for each of the following categories:  
21 personal injury, action, the loss of consortium action, and the prospective wrongful  
22 death claims.

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25 **IT IS SO ORDERED.**

26 Dated: 6-29, 2012

  
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28 TERI L. JACKSON  
ASBESTOS JUDGE