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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ORANGE - CENTRAL JUSTICE CENTER

_____ ,	Case No. _____
Plaintiff,	VOLUNTARY STIPULATION RE
v.	DISCOVERY IN SONG-BEVERLY CASES;
_____ ,	[PROPOSED] ORDER
Defendant.	Hon. JONATHAN FISH
	Dept. C13

IT IS HEREBY STIPULATED BY AND BETWEEN THE PARTIES AS FOLLOWS:

 The parties recognize that cases litigating discovery disputes in Song-Beverly Act violations often involve similar or common issues.

 The parties further acknowledge that after a discovery dispute arises, there is often a necessary, but unavoidable delay between the filing of a discovery motion and the hearing on that motion due to the high volume of cases on the Court's inventory and high volume of motions on the Court's law and motion calendar.

1 By entering into the following stipulation, the parties desire
2 to streamline the discovery process, avoid unnecessary delay and
3 proceed as efficiently and expeditiously as possible.

4 Accordingly, the parties stipulate as follows:

5 1. "Subject Vehicle" refers to the subject vehicle at issue
6 in this litigation that was purchased or leased by Plaintiff.

7 2. Scope - discovery shall be limited to vehicles in
8 California other than the Subject Vehicle that are the same make,
9 model, and year of the Subject Vehicle at issue.

10 3. Other Contracts - Purchase or lease contracts concerning
11 the Subject Vehicle at issue are discoverable and shall include any
12 associated documents reflecting OEM or aftermarket equipment
13 installed at the dealership, ELWs or service contract, and any
14 other writings signed by the Plaintiff at the point of sale.

15 4. Work orders - Work orders, repair orders, and invoices
16 (including accounting and warranty versions) for any maintenance,
17 service and repair activity, service and repair activity concerning
18 the Subject Vehicle are discoverable.

19 5. Rental car - Rental car or loaner agreements regarding
20 alternate transportation provided during service or repair visits
21 concerning the Subject Vehicle shall be discoverable.

22 6. Communications - Records of communications with dealer
23 personnel, factory representatives, and Defendant's call center or
24 customer assistance personnel concerning the Subject Vehicle at
25 issue only, shall be discoverable.

26 7. Warranty claims - Warranty claims submitted to and/or
27 approved by Defendant concerning the Subject Vehicle at issue shall
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1 be discoverable. In addition, the Warranty Policy and Procedure
2 Manual or similar policies or claim-handling procedures published
3 by Defendant and provided to its authorized repair facilities,
4 within the State of California, that was/were in place at the time
5 the Subject Vehicle was purchased or leased to the date the lawsuit
6 was filed shall be discoverable only if they concern the Subject
7 Vehicle at issue.

8 8. Policies and Procedure - Defendant's written statements of
9 policy and/or procedures used to evaluate customer requests for
10 repurchase or replacement pursuant to "Lemon Law" claims, including
11 ones brought under the Song-Beverly Consumer Warranty Act, that
12 were in place on the date that the Subject Vehicle was purchased or
13 leased up to and including the date the lawsuit was filed shall be
14 discoverable.

15 9. Other customer complaints - A list or compilation of
16 customer complaints in Defendant's electronically stored
17 information database that are substantially similar to the alleged
18 defects claimed by plaintiff (1) in vehicles purchased or leased in
19 California, and (2) are the identical year, make, and model of the
20 Subject Vehicle shall be discoverable. A substantially similar
21 customer complaint would be the same nature of reported symptom,
22 malfunction, dashboard indicator light, or other manifestation of a
23 repair problem as the description listed in any work order or
24 repair order for the Subject Vehicle, other than routine or
25 scheduled maintenance items. The list provided by Defendant may be
26 in a chart or spreadsheet format and shall include the VIN, date of
27 repair visit, dealership or other reporting location, and text of
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1 the other customers' reported complaint, but shall not include the
2 other customers' names, addresses, phone numbers, e-mail addresses,
3 or other personal identifying information.

4 10. Technical Service Bulletins/Recalls - Technical Service
5 Bulletins and Recall Notices for vehicles purchased or leased in
6 California for the same year, make and model of the Subject Vehicle
7 at issue shall be discoverable.

8 11. Instructions/Bulletins - Copies of any repair instruction,
9 bulletin, or other diagnostic/repair procedure identified in a
10 repair order(s)/invoice record(s) for the Subject Vehicle at issue
11 shall be discoverable.

12 12. Damages - Receipts or other written evidence supporting
13 any incidental or consequential damages to the Subject Vehicle at
14 issue shall be discoverable.

15 13. Analysis/Investigation - Other than documents that are
16 protected by the attorney/client privilege or attorney work product
17 doctrine, all documents concerning any internal analysis or
18 investigation regarding the alleged defects claimed by Plaintiff in
19 vehicles purchased or leased in California for the same year, make
20 and model of the Subject Vehicle shall be discoverable.

21 14. Interrogatories - Within the time limits allowed by law,
22 both Plaintiff and Defendant may propound one set of Judicial
23 Council Form Interrogatories and one set of a maximum of 35 special
24 interrogatories. Any additional special interrogatories may only
25 be propounded by stipulation and/or court order upon motion of a
26 party.

1 15. Depositions - Within the time limits allowed by law,
2 Defendant may depose Plaintiff, and Plaintiff may depose the person
3 most knowledgeable (PMK) as to up to three (3) categories of
4 information, plus a deposition of the PMK as to why the Subject
5 Vehicle was not repurchased, in addition to depositions of any
6 experts identified by the parties, after a formal demand and
7 exchange of expert witness information, per Code Civ. Proc. §2034.
8 Parties shall meet and confer as to whether there is a need to take
9 any additional depositions. Any additional depositions may only be
10 noticed and taken by stipulation and/or court order upon motion of
11 a party. If a deponent resides out of state, the deposition may be
12 taken by video conference or telephone. The deponents will not be
13 required to travel to California, and the attorneys will not be
14 required to travel out of state.

15 16. Vehicle Inspection - Within the time limits allowed by
16 law, the Subject Vehicle may be inspected by the parties at a
17 mutually agreeable time and place. Unless otherwise agreed by the
18 parties, the vehicle inspection process shall be as follows:

19 a. Defendant shall show Plaintiff's representative proof
20 of insurance for the person/company who will be road testing
21 the Subject Vehicle;

22 b. The defense vehicle inspection shall commence at 9:00
23 a.m. at an authorized service and repair facility closest to
24 Plaintiff's residence and may continue until no later than
25 5:00 p.m. that same day;

26 c. Plaintiff shall deliver the vehicle to the noticed
27 place of inspection. If the Subject Vehicle has a dead
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1 battery, Plaintiff's counsel shall notify Defendant's counsel
2 at least three (3) court days before the vehicle inspection,
3 and the vehicle inspection shall proceed with Defendant paying
4 for the tow or jump start to the place of inspection and
5 taking reasonable steps to retrieve stored diagnostic codes
6 and other onboard data before the battery is recharged or
7 replaced.

8 d. Defendant shall provide Plaintiff's representative
9 with duplicate copies of all paper and electronic documents
10 created during and because of the vehicle inspection, such as
11 test results, the stored codes in the Subject Vehicle's
12 internal network or in its control units, alignment sheets,
13 etc.

14 e. If the Subject Vehicle is in then-current use by the
15 Plaintiff and if requested in writing within a reasonable time
16 prior to the vehicle inspection, Plaintiff shall be provided a
17 loaner or rental vehicle paid for by Defendant for the
18 duration of the vehicle inspection, conditioned on plaintiff
19 providing standard rental car disclosures such as proof of a
20 current driver's license and insurance coverage and with
21 plaintiff responsible for the loaner vehicle's fuel. The
22 loaner vehicle need not be the same model or type as the
23 Subject Vehicle unless Plaintiff agrees to pay for an upgrade;

24 f. Defendant shall be permitted to run tests of relevant
25 electronic control units (ECUs) and components, conditioned on
26 Defendant maintaining, downloading, or printing out stored
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1 data on the existing condition or historical information
2 stored in an ECU; and

3 g. Plaintiff's representative is permitted to conduct
4 video and audio recording of the vehicle inspection.

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6 To the extent that a discovery dispute exists beyond what is
7 covered in this stipulation, the parties agree to meet and confer
8 either in-person or via remote technology to attempt to resolve the
9 dispute before filing a discovery motion with the Court.

10 The parties agree to act at all times in a reasonable and
11 civil manner and where possible to extend common courtesies to each
12 other such as extensions of time, especially if the basis of the
13 extension is to meaningfully engage in the meet and confer process.

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1 Where a motion is necessary, the moving party or opposing
2 party will set forth clearly, and concisely the reasons why the
3 Court should deviate from the above stipulations.

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4 IT IS SO STIPULATED.
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6 DATED: _____

8 Counsel for Plaintiff

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10 DATED: _____

12 Counsel for Defendant

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14 IT IS SO ORDERED.

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16 DATED: _____

17 HONORABLE JONATHAN FISH
18 Judge of the Superior Court