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5 Attorneys for Plaintiffs
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8 SUPERIOR COURT OF THE STATE OF CALIFORNIA
9 COUNTY OF ALAMEDA-COURT OF UNLIMITED JURISDICTION
10

11 COORDINATION PROCEEDING SPECIAL)
12 TITLE (RULE 1550 (B)))

13 WELDING PRODUCT CASES)
14 _____)

15 THIS DOCUMENT RELATES TO ALL
16 ACTIONS)
17)
18)
19)

Case No.: JCCP No. 4368

NOTICE OF ENTRY OF CASE
MANAGEMENT ORDER NO. 2:
ELECTRONIC CASE MANAGEMENT
ORDER

20 TO: ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

21 NOTICE IS HEREBY GIVEN that the Order attached hereto as Exhibit "A" was entered on
22 November 29, 2004.

23 DATED: December 1, 2004

PAUL, HANLEY & HARLEY LLP

24
25 By: 

Kelly A. McMeekin
Attorneys for Plaintiffs

EXHIBIT "A"

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FILED
CLERK
ALAMEDA COUNTY

NOV 29 2004

CLERK OF SUPERIOR COURT
By CHARLOTTE JACOBSON

SUPERIOR COURT OF CALIFORNIA - COUNTY OF ALAMEDA

Coordination Proceeding
Special Title (Rule 1550(b))

WELDING PRODUCTS CASES

JCCP No. 4368

Before the Honorable Ronald M. Sabraw

~~PROPOSED~~ CASE MANAGEMENT
ORDER NO. 2: ELECTRONIC CASE
MANAGEMENT ORDER

ALL ACTIONS

1 The Court hereby issues the following Electronic Case Management Order (“E-
2 CMO”) relating to service procedures in JCCP No. 4368 (“Welding Products Cases”). All
3 documents served in this matter shall conform to the procedures set forth herein.

4
5 **I. ADOPTION OF E-SERVICE VENDOR**

6
7 1. Subject to the terms of the E-CMO, LexisNexis File and Serve (“LNFS”) is
8 hereby designated as the exclusive provider of a restricted access Internet
9 website for the management of this coordination proceeding (“the
10 Website”). For purposes of this E-CMO, LNFS and any of its employees,
11 agents, or contractors who provide document handling services in this
12 coordination proceeding submit to this Court’s jurisdiction.

13
14 2. LNFS and any of its employees, agents, or contractors who provide
15 document-handling services in this coordination proceeding shall submit
16 to, and comply with, the “Confidentiality and Protective Order,” once
17 entered.

18
19 3. The Website for this matter shall be accessible through the LNFS system
20 located at <http://www.lexisnexis.com/fileandserve>. The file name for this
21 matter on the Website shall be designated “Welding Products Cases, JCCP
22 No. 4368.”

23
24 4. Once a master service list is provided, and each counsel of record or other
25 expressly authorized user has registered on the LNFS Website, LNFS will
26 provide a username and password for each individual user herein. The user
27 name and password may not be shared with other parties in the litigation or
28 with third parties. Within 15 days after entry of this E-CMO, each attorney

1 of record or other expressly authorized user shall register to use the Lexis
2 eService system located at <http://www.lexisnexis.com/fileandserve>
3 (Advanced).

- 4
- 5 5. LNFS shall provide technical support necessary to use and maintain the
6 Website. To address any training or technical questions that may arise
7 during the course of this litigation, LNFS shall have available to the Court,
8 counsel and other expressly authorized users a 24-hour 7-days a week
9 customer service consultant who can be reached at (888) 529-7587.

10

11

12 **II. MANNER AND METHOD OF SERVICE**

- 13
- 14 1. All documents in this coordination proceeding shall be filed and/or served
15 as follows:
- 16
- 17 a. The original of any document filed in this matter, except for
18 documents submitted as "Sealed Documents" shall be filed in
19 conventional fashion with the Court, until the electronic filing
20 system is activated.
- 21
- 22 b. The filing party shall submit a version of the filed document to be
23 posted on the Website to LNFS by file transfer protocol
24 ("FTP") upload (any Corel WordPerfect Suite, Microsoft Office
25 Suite, and/or PDF format is acceptable). A document that is not
26 filed with the Court but requires a proof of service (*i.e.* discovery
27 requests and responses) shall also be submitted to LNFS to be
28 uploaded on the website. A document to be posted on the Website

1 may also be faxed, although FTP transfer is the preferred method of
2 delivery. Faxed documents will be scanned at an additional charge
3 and posted to the Website. Delivery of documents to LNFS by
4 whatever means shall occur on the same day that the document is
5 filed with the Court and/or served on other parties.
6

7 c. If a document to be uploaded on the website has exhibits attached
8 or any other non-digitized material that cannot be transmitted via
9 FTP upload, the party submitting the document shall either:

10 (i) have a third-party vendor scan the material and then the party
11 shall upload the exhibit to LNFS; or (ii) fax the material to LNFS
12 for scanning and uploading at an additional cost. Whenever
13 possible, counsel shall upload concurrently all related documents
14 (e.g., motions and exhibits thereto) for posting on the Website by
15 LNFS.
16

17 d. The submitting party shall upload or otherwise provide to LNFS an
18 "Electronic Proof of Service," as set forth in Exhibit A hereto,
19 either by attaching it to the applicable document for posting on the
20 Website or by submitting it concurrently as a separate document.
21 The original of the Electronic Proof of Service shall be filed with
22 the Court.
23

24 e. Documents delivered electronically or otherwise to LNFS by noon
25 on any business day, and marked "SAME DAY POSTING" (with
26 "SAME DAY POSTING" also included in the "Document Name"
27 field on the upload screen), shall be posted to the Website by
28 LNFS, and an email notice of such posting shall be sent by LNFS to

1 all registered users for this litigation by not later than 6:00 p.m. on
2 the same day. Should technical problems or other extraordinary
3 circumstances prevent LNFS from posting such documents by 6:00
4 p.m., LNFS shall so notify the uploading party as soon as possible,
5 but by not later than 2:00 p.m. that day. In such instance, the
6 uploading party shall make other arrangements to effect timely
7 service of the documents. Documents not delivered by noon or not
8 indicated for same day posting, shall be posted by LNFS as soon as
9 practicable, but by not later than 5:00 p.m. on the next business day.
10 For each document posted on the Website, LNFS shall indicate the
11 date it was submitted and the date it was posted.

12
13 f. Once the filing/serving party has complied with all of the
14 requirements of Paragraphs 8 (a) - (e), and the entire document
15 (including exhibits) is posted on the Website, service of the
16 document upon all parties shall be deemed complete.

17
18 g. With respect to motions, unless otherwise ordered, the applicable
19 briefing and filing schedules set forth under the California Code of
20 Civil Procedure and the California Rules of Court shall govern.
21 The filing party must call the Court clerk to schedule a hearing date,
22 consistent with these requirements, prior to filing the motion.

23
24 h. All documents filed with the Court prior to the set-up of the
25 Website, including the Summons and Complaint, shall be indexed
26 and submitted to LNFS (each in a .pdf format) for uniform and
27 chronological uploading. Counsel shall select a representative
28 attorney to coordinate the delivery of the index and previously filed

1 documents to LNFS. Plaintiffs, Defendants and LNFS will
2 negotiate an appropriate fee schedule for posting these previously
3 filed documents, and on an appropriate means of dividing the costs
4 among the parties.

- 5
- 6 i. In no event shall Discovery Materials or pleadings containing
7 Confidential Information or Formula Confidential Information
8 pursuant to the Confidentiality and Protective Order, once entered,
9 be posted to the LNFS website. In lieu of posting such documents,
10 or the portions thereof containing Confidential Information or
11 Formula Confidential Information, the party shall include a notation
12 indicating the absence of such Confidential Information or Formula
13 Confidential Information. Only upon entry of a Court Order
14 unsealing the documents containing or disclosing Confidential
15 Information or Formula Confidential Information shall the notation
16 indicating the absence of such information be removed, and the
17 Confidential Information or Formula Confidential Information be
18 inserted in its place.

19

20 **III. NOTICE REQUIREMENTS**

- 21
- 22 1. Immediately upon the posting of any document, Bulletin Board item, or
23 Calendar event on the Website, LNFS shall send an email to all counsel on
24 the service list provided to LNFS pursuant to Section V of this E-CMO in
25 this matter notifying counsel that a new document has been posted to the
26 Website and identifying each newly posted document by the party posting
27 the document, the attorneys submitting the document for posting and the
28 title of the document as indicated in the caption. It will also include a link

1 directly to the full text of the document, Bulletin Board item, or Calendar
2 event. Parties are responsible for keeping LNFS advised of current email
3 addresses.

- 4
- 5 2. A party seeking an *ex parte* order shall, in addition to the requirements of
6 the California Code of Civil Procedure and the California Rules of Court,
7 provide supplemental notice of *ex parte* applications, by posting notice on
8 the Website (or Bulletin Board when such functionality becomes available)
9 no later than 10:30 a.m. on the day preceding the scheduled application.

10

11 **IV. PAYMENT AND USE**

- 12
- 13 1. LNFS offers the following pricing for electronic service on the LNFS
14 platform: eService by any registered user (other than the Court) for \$15.00
15 per transaction (charged only to the serving party regardless of the
16 transaction's size or number of documents). A "transaction" is defined as
17 official service of any number of separate related or unrelated pleadings,
18 including exhibits and attachments, without page limit, in one uploading
19 session. LNFS has waived its initial one-time set-up/licensing fee of \$350
20 per firm for this litigation only. There will be a \$50 fee in the event that a
21 document is to be faxed to LNFS for uploading and posting (this fee is
22 expected to decrease dramatically once LNFS puts in place an automated
23 fax uploading functionality that it expects to shortly).

- 24
- 25 2. Each firm shall be permitted to have any number of registered users
26 designated to receive electronic notification from LNFS at no additional
27 charge.

1 **V. SERVICE LISTS**

2
3 1. Within five (5) days of entry of this order, all parties shall provide their
4 respective liaison counsel with the following information: (i) name of
5 party; (ii) name of law firm representing party; (iii) attorneys of record at
6 law firm; (iv) address of law firm; (v) phone and fax numbers of law firm;
7 and (vi) email addresses of individuals at law firm designated to receive
8 email notification from LNFS. Within ten (10) days, the Liaison shall
9 provide LNFS with an initial master service list for posting on the Website
10 which includes the above information. The master service list shall be
11 arranged alphabetically by firm name. All parties shall review for accuracy
12 the master service list posted to the Website.

13
14 2. The Liaison Counsel shall inform LNFS by email whenever any changes to
15 the master service list occur, and shall provide LNFS with an updated
16 master service list reflecting the changes, if any. Once LNFS has been
17 informed by the Liaison that a party has been removed from the case ("the
18 Dismissed Party"), the Dismissed Party's access to the case file shall be
19 terminated. After LNFS receives notice from the Liaison, the Dismissed
20 Party will no longer be billed by LNFS on a going forward basis unless
21 such Dismissed Party utilizing the Website to serve any document on other
22 counsel, but will remain responsible for all unpaid fees and charges
23 incurred to date.

24
25 **VI. CONFIDENTIALITY**

26
27 1. Subject to the Protective Order, access to the Website and any documents
28 posted thereon shall be restricted to the Court and its staff, counsel of

1 record and their staff, the parties, and LNFS and its agents and contractors
2 (for the purpose of document handling and maintenance of the Website).
3 No other person shall have access to the Website or any documents posted
4 thereon without the Court's express authorization, as to which the parties
5 shall be given prior notice and an opportunity to be heard.

- 6
7 2. Until further notice, documents filed under seal ("sealed documents") shall
8 not be served through the System. Instead, the service of sealed documents
9 shall be made pursuant to the California Code of Civil Procedure and
10 California Rules of Court.

11
12 **VII. SCOPE AND DURATION OF CURRENT AND FUTURE SERVICES**

- 13
14 1. LNFS will provide the above-listed services until one of the following
15 events occurs: (i) all parties have exhausted their appeals (or have allowed
16 the appeals period to lapse); or (ii) the Court instructs LNFS to terminate
17 the service.
18
19 2. Upon the termination of the service in this litigation, LNFS and its
20 employees, agents, and contractors shall continue to comply with the terms
21 of the Protective Order. Within thirty (30) days of the termination of the
22 service in this litigation, LNFS shall ensure the destruction of any and all
23 information or documents that were posted on the Website; and all access
24 to the Website shall be blocked.
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26 3. The parties anticipate that at some future date LNFS will be able to provide
27 e-filing services in addition to the e-service system provided for herein.
28 The parties agree to adopt LNFS' e-filing services if and when such

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services become available. To that end, the parties agree that following notice that LNFS that e-filing services are available, Liaison Counsel will meet-and-confer over the terms of an E-Filing CMO, or appropriate amendments to this E-CMO incorporating LNFS' e-filing services. Within 10 calendar days of notice from Liaison Counsel that an agreement regarding the terms and conditions of an e-filing system has been reached, all parties are required to adopt the e-filing agreement. A party's silence during the 10-day period will be deemed as approval of the e-filing agreement. Following expiration of the 10-day period, the parties will submit the E-filing CMO, or amended E-CMO, to the Court for approval and entry as a subsequent CMO.

SO STIPULATED

DATED: _____, 2004.

REED SMITH LLP

By _____
Albert B. Norris
Stephen G. Blich
Defense Liaison Counsel

DATED: _____, 2004.

FILICE, BROWN, EASSA & MCLEOD

By _____
Gennaro A. Filice
Richard V. Normington
Defense Liaison Counsel

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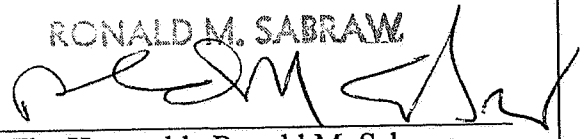
DATED: _____, 2004.

PAUL, HANELY & HARLEY LLP

By _____
Philip A. Harley
Kelly A. McMeekin
Plaintiffs' Liaison Counsel

SO ORDERED

DATED: 11/29, 2004.

RONALD M. SABRAW


The Honorable Ronald M. Sabraw

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Exhibit A

Electronic Proof of Service

I am employed in the County of _____, State of California. I am over the age of 18 and not a party to this action. My business address is _____.

On _____, pursuant to the Court's Electronic Case Management Order, I:

___ submitted an electronic version of the following document via file transfer protocol to LNFS;

___ submitted a hard copy of the following document to LNFS by _____.

(Title of Document)

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on _____ at _____, California.

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PROOF OF SERVICE

STATE OF CALIFORNIA – COUNTY OF ALAMEDA

I am employed in the County of Alameda, State of California. I am over the age of 18 and not a party to the within action; my business address is: 1608 Fourth Street, Suite 300, Berkeley, California 94710.

On December 1, 2004, I served the foregoing:

NOTICE OF ENTRY OF CASE MANAGEMENT ORDER NO. 2: ELECTRONIC CASE MANAGEMENT ORDER

and a copy of this declaration to the interested parties herein as follows:

By transmittal from a facsimile machine whose telephone number is (510) 559-9970.

By placing a true copy thereof enclosed in a sealed envelope with postage thereon fully prepaid in the United States mail at Berkeley, California, addressed as follows:

SEE ATTACHED SERVICE LIST

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed in Berkeley, California.

DATE: December 1, 2004



E. Louise Gallegos

Welding Product Cases
ASC Case No. JCCP 4368

Service List

ANHEUSER-BUSCH, INC.

FLEMING & PHILLIPS, LLP

1340 Treat Boulevard, Suite 630
Walnut Creek, CA 94597-7581
Phone: (925) 296-2600
FAX (925) 296-2626

ATLANTIC RICHFIELD COMPANY

TROPIO & MORLAN

6928 Owensmouth Avenue, Second Floor
Canoga Park, CA 91303-2003
Phone: (818) 883-4000
FAX (818) 883-4242

BOC GROUP, INC., THE

REED SMITH LLP (Los Angeles)
355 South Grand Avenue, Suite 2900
Los Angeles, CA 90071
Phone: (213) 457-8000
FAX (213) 457-8080

C & H SUGAR COMPANY, INC.

LYNBERG & WATKINS
888 South Figueroa Street, 16th Floor
Los Angeles, CA 90017
Phone: (213) 624-8700
FAX (213) 892-2763

CALIFORNIA WELDING SUPPLY COMPANY

WALSWORTH, FRANKLIN, BEVINS & McCALL
(ORANGE COUNTY)
One City Boulevard West, Fifth Floor
Orange, CA 92868-3604
Phone: (714) 634-2522
FAX (714) 634-0686

CHEVRON U.S.A., INC.

FILICE, BROWN, EASSA & McLEOD, LLP
1999 Harrison Street, 18th Floor
Oakland, CA 94612
Phone: (510) 444-3131
FAX (510) 839-7940

CHEVRON U.S.A., INC., Individually and as SII to

FILICE, BROWN, EASSA & McLEOD, LLP
1999 Harrison Street, 18th Floor
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Phone: (510) 444-3131
FAX (510) 839-7940

CROWN BEVERAGE PACKAGING, INC.

CT Corporation Systems - Los Angeles
818 W Seventh Street
Los Angeles, CA 90017
Phone: (213) 627-8252
FAX (213) 614-1876

E.F. BRADY COMPANY, INC.

BISHOP, BARRY, HOWE, HANEY & RYDER
2000 Powell Street, Suite 1425
Emeryville, CA 94608
Phone: (510) 596-0888
FAX (510) 596-0899

EAST BAY WELDING SUPPLY, INC.

LEWIS BRISBOIS BISGAARD & SMITH, LLP
One Sansome Street, Suite 1400
San Francisco, CA 94104
Phone: (415) 362-2580
FAX (415) 434-0882

ESAB GROUP, INC., THE

REED SMITH LLP (Los Angeles)
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FAX (213) 457-8080

EXXON MOBIL CORPORATION

FILICE, BROWN, EASSA & McLEOD, LLP
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FAX (510) 839-7940

GENUINE PARTS COMPANY

POND NORTH
350 South Grand Avenue, Suite 2850
Los Angeles, CA 90071
Phone: (213) 617-6170
FAX (213) 623-3594

GEO. H. WILSON, INC.

LAW OFFICES OF BRIAN PRESTON
545 Middlefield Road, Suite 230
Menlo Park, CA 94025
Phone: (650) 838-0050
FAX (650) 838-9510

HOBART BROTHERS COMPANY

REED SMITH LLP (Los Angeles)
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KINDER MORGAN ENERGY PARTNERS, L.P.

ISAACS, CLOUSE & CROSE, LLP
21515 Hawthorne Blvd., Suite 1120
Torrance, CA 90503
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FAX (310) 792-0635

LINCOLN ELECTRIC COMPANY, THE

REED SMITH LLP (Los Angeles)
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FAX (213) 457-8080

LINCOLN GLOBAL, INC.

REED SMITH LLP (Los Angeles)
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LINCOLN GLOBAL, INC.

REED SMITH (Oakland)
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Oakland, CA 94612-3572
Phone: (510) 763-2000
FAX (510) 273-8832

MILLER ELECTRIC MFG., CO.

CT Corporation Systems - Wisconsin
8025 Excelsior Drive, Suite 200
Madison, WI 53717
Phone:
FAX

MILLER ELECTRIC MFG., CO.

POOLE & SHAFFERY, LLP
445 S. Figueroa Street, Suite 2520
Los Angeles, CA 90071
Phone: (213) 439-5390
FAX (213) 439-0183

MOBIL OIL CORPORATION

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Phone: (510) 444-3131
FAX (510) 839-7940

OLSON AND CO. STEEL

GORDON & REES (SF)
275 Battery Street, 20th Floor
San Francisco, CA 94111
Phone: (415) 986-5900
FAX (415) 986-8054

PROCTER & GAMBLE MANUFACTURING COMPANY,

REED SMITH LLP (Los Angeles)
355 South Grand Avenue, Suite 2900
Los Angeles, CA 90071
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FAX (213) 457-8080

REGENTS OF THE UNIVERSITY OF CALIFORNIA, THE

McNAMARA, DODGE, NEY, BEATTY, SLATTERY & PFALZER LLP
Attn: Asbestos Department 1211 Newell Avenue, 2nd Floor
Walnut Creek, CA 94596
Phone: (925) 939-5330
FAX (925) 939-0203

SANDVIK, INC.

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FAX (213) 457-8080

Service List

SHELL CHEMICAL COMPANY

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SHELL OIL COMPANY

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Phone: (510) 444-3131
FAX (510) 839-7940

SOUTHERN CALIFORNIA GAS COMPANY

Thomas C. Sanger
101 Ash Street
San Diego, CA 92101
Phone:
FAX

SPECIAL METALS CORPORATION

CT Corporation Systems - Los Angeles
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Los Angeles, CA 90017
Phone: (213) 627-8252
FAX (213) 614-1876

SPECIAL METALS CORPORATION

MCGUIRE WOODS LLP
Dominion Tower, 625 Liberty Avenue, 32nd Floor
Pittsburgh, PA 15222
Phone: (412) 667-6000
FAX (412) 667-6050

TEXACO, INC.

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FAX (510) 839-7940

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Phone: (213) 627-8252
FAX (213) 614-1876

THERMADYNE INDUSTRIES, INC.

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One Market, Spear Street Tower, 32nd Floor
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Phone: (415) 901-8700
FAX (415) 901-8701

UNION OIL COMPANY OF CALIFORNIA

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Phone: (510) 444-3131
FAX (510) 839-7940

VICTOR EQUIPMENT COMPANY

CT Corporation Systems - Dallas
350 North St. Paul Street
Dallas, TX 75201
Phone:
FAX

VICTOR EQUIPMENT COMPANY

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One Market, Spear Street Tower, 32nd Floor
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Phone: (415) 901-8700
FAX (415) 901-8701

VICTOR EQUIPMENT COMPANY

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Glendale, CA 91203
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FAX (818) 500-5201