

IN THE CIRCUIT COURT OF THE
NINTH JUDICIAL CIRCUIT IN
AND FOR OSCEOLA COUNTY, FLORIDA

CASE NO.: 49-_____-CA-_____-O

BUSINESS COURT - DIVISION 43

PLAINTIFF(S)

v.

DEFENDANT *et al.*

_____ /

COMPLEX CONSTRUCTION CASE MANAGEMENT ORDER

It is, **ORDERED AND ADJUDGED** that, unless later modified by Order of this Court, the following shall control the management and proceedings in this case.

1. GENERAL PURPOSE AND COMMUNICATION

1.1 Purpose. This litigation concerns allegations of construction defects involving _____ (the “Subject Property”). This construction defect action is deemed complex, in that it shall involve a large number of parties and claims, and trial, if it occurs, is likely to be prolonged. The purpose of this Case Management Order (“CMO”) is to discourage wasteful pretrial activities, to reduce the costs of litigation, to assist the parties in resolving their disputes if possible, and to secure the just, speedy, and inexpensive determination of the action.

1.2 Counsel and Parties. The parties are represented by the following, which shall be Designated Lead Trial Counsel:

- a. _____ representing Plaintiff(s).

Revised 11/16/2020

b. _____ representing Defendant(s)_____.

c. _____ representing Third Party Defendant _____.

1.3 Filings. All pleadings shall be electronically filed with the Clerk of the Courts. The parties agree to serve each other via email absent the submission being too voluminous to do so. If the submission is too voluminous to serve via email, a reduced submission shall be served electronically via email without exhibits and attachments with service via U.S. mail, Federal Express (or the equivalent), or hand-delivery of the submission with the exhibits and attachments. Counsel and any unrepresented parties shall designate the email and mailing addresses where such service is to be effectuated and provide notice of same to all parties. Counsel for the Plaintiff(s) shall maintain and circulate as necessary, a current service list for the convenience of all parties. It shall be the responsibility of all parties to review each updated service list for their respective service information's accuracy and notify Plaintiff(s) of any necessary corrections.

1.4 Discovery Not Filed. The parties shall not file discovery materials with the Clerk of the Courts, special magistrate or general magistrate.

1.5 Governing Law. On any matter which this CMO is silent, the Florida Statutes, Florida Rules of Civil Procedure and Business Court Procedures for the Ninth Judicial Circuit Court, Osceola County, Florida shall control. The Business Court Procedures are available at <https://ninthcircuit.org/about/divisions/business-court>.

2. CASE MANAGEMENT DATES AND DEADLINES

2.1 Close of Pleadings Not Required. Although the Court may consider the state of the pleadings, the Court may set any hearing, conference, deadline, or trial date regardless of whether the pleadings remain at issue.

2.2 Dates and Deadlines. The following dates and deadlines shall be applicable to the parties as stated.

Date	Description
	Initial Case Management Conference (“ICMC”)
(45 days from ICMC)	Deadline to file third-party complaint(s) or add additional parties without leave of Court
(45 days from ICMC)	Deadline to produce all documents, materials and discovery responses pursuant to this CMO. All parties making subsequent appearances in this litigation shall have 45 days from their notice of appearance to comply
(20 days prior to SCMC)	The parties shall meet and confer regarding electronic discovery in compliance with Fla. R. Civ. P. 1.201(b).
(120 days from ICMC) ¹	Second Case Management Conference (“SCMC”)
(120 days)	Deadline for Plaintiff(s) to serve notice of inspections/testing
(165 days)	Deadline for Plaintiff(s) to complete disclosure testing and inspections
(195 Days)	All parties to serve initial list of trial witnesses
(255 day)	Plaintiff(s) Expert Disclosure Deadline
(275 days)	Deadline to Conduct First Mediation
(300 days)	Defendant(s) Expert Disclosure Deadline
(345 days)	Third Party Defendant(s) Expert Disclosure Deadline
(360 days)	Last day to hold scheduling meeting for depositions of experts and remaining laypersons

¹ Dates and deadlines below are calculated from the Second Case Management Conference unless stated otherwise.

Date	Description
(390 days Suggest deposition period be for one full calendar month)	Plaintiff Expert Depositions to be conducted
(420 days and one full calendar month)	Defendant Expert Depositions to be conducted
(450 days and one and a half calendar months)	Third-Party Defendant Expert Depositions to be conducted
(495 days)	All parties to serve final list of trial witnesses
(560 days)	Discovery Cut-Off
(570 days)	Last day to conduct Second Mediation
(10 days before FCMC)	Deadline for Parties to provide to the Court Case Status Report . See Fla. R. Civ. P. 1.201(d).
(585 days)	Final Case Management Conference² in Court Room 1, Juvenile Justice Center, 2000 East Michigan Street, Orlando, FL 32806. Lead Trial Counsel and Local Counsel for each party, together with any unrepresented party, shall attend the Final Case Management Conference in person unless previously excused by the Court. Attendance of clients is not required.
(120 days before Pre- trial)	Deadline to file Dispositive and Daubert Motions with legal briefs and heard no later than seven (7) days <u>before</u> the Pre-trial Conference if oral argument is granted.
(97 days before Pre-trial)	Deadline to file Motions in Limine. Motions in Limine must be heard no later than seven (7) days <u>before</u> the Pre-trial Conference if oral argument is granted.

² This Final Case Management Conference will allow the Court to assess the number of remaining parties in the litigation, the potential for additional settlements and the potential for further narrowing the trial issues. The Court may also advise the parties as to the status of the trial docket and other concerns. See Fla. R. Civ. P. 1.201(d).

Date	Description
(60 days before Pre-trial)	Deadline to submit stipulated jury questionnaire, if applicable
(10 day before PTC)	Deadline for Parties to provide to the Court a Joint Final Pre-trial Statement comporting with BCP Section 9 and a list of jurors stipulated to be released for cause.
Date & Time	Pre-trial Conference in Court Room 1, Juvenile Justice Center, 2000 East Michigan Street, Orlando, FL 32806. Lead Trial Counsel and Local Counsel for each party, together with any unrepresented party, shall attend the Pre-trial Conference in person unless previously excused by the Court. Attendance of clients is not required.
Date & Time	The parties estimate the trial will be completed in _____ day/week (____ Jury Trial / ____ Non-Jury Trial). Court Room to be determined.

3. **SPECIAL MAGISTRATE**

3.1 Appointment. The parties stipulate to the appointment of _____ as Special Magistrate in this case with the authority set forth in Fla. R. Civ. P. 1.490 (f). The Special Magistrate shall address any and all issues pertaining to discovery and to issue a report and recommendation to the Court pursuant to Fla. R. Civ. P. 1.490. The Special Magistrate may also render telephonic rulings, if available to do so, regarding issues that arise during deposition. Because all parties may not be present at each deposition, the Special Magistrate's deposition rulings shall only apply to the deposition for which the ruling was rendered.³

3.2 Good Faith Conference Requirement. With the exception of issues pertaining to a deposition in progress, the parties must comply in all applicable respects with the BCP 5.3 and Good Faith Conference requirements prior to submitting any discovery motion to the Special

³ The parties may alternatively stipulate to the jurisdiction of the General Magistrate for discovery matters.

Magistrate.

3.3 Form of Discovery Briefs. The form of discovery motions and oppositions may be presented in letter form and shall be submitted to the Special Magistrate and properly served on all parties.

3.4 Discovery Brief Deadlines. Unless a specific briefing schedule is issued by the Special Magistrate, opposition briefs are due ten (10) days after service of a discovery motion and reply briefs are due seven (7) days after receipt of the opposition.

3.5 Compensation. The compensation of the Special Magistrate shall be \$_____ per hour of service and paid equally among the parties. The Special Magistrate shall have the power to recommend a different allocation, depending upon the actual participation of a party or the nature and purpose of the particular proceedings before the Special Magistrate. Payment shall be made within forty-five (45) days of receipt of an invoice for services. A party will be responsible for compensating the Special Magistrate until serving the Special Magistrate with a written order removing that party from the litigation.

3.6 Sanctions. Any motion seeking monetary payment, the striking of pleadings or the striking of expert witness designations shall be filed directly with the Court.

4. DOCUMENT PRODUCTION AND STANDARDIZED DISCOVERY

4.1 (Option A) Disc Exchange. Each party shall scan all non-privileged documents required to be produced pursuant to this CMO to discs and serve them on all parties in .pdf format within thirty (30) days of the entry of the this CMO. The format of the scanning for all documents produced must be undertaken in a manner which allows the disc reviewer to scroll through the individual pages (as opposed to opening each document page as a separate file).

Each party shall sequentially Bates number each document production with an appropriate lettering identifying the producing party. Each party shall bear its own costs of producing its discs pursuant to this subsection. A copy of each disc produced shall also be provided to the court reporting service designated herein. The designated court reporting service shall maintain the discs and allow the parties to access them for deposition and mediation purposes.

4.1 (Option B) Virtual Depository. Each party shall upload all non-privileged documents required to be produced pursuant to this CMO within thirty (30) days of the entry of the this CMO to the _____(cloud depository service). The format of the uploaded documents produced must be undertaken in a manner which allows the reviewer to scroll through the individual pages (as opposed to opening each document page as a separate link or file). Each party shall sequentially Bates number each document production with an appropriate lettering identifying the producing party. Each party shall bear its own costs of uploading the documents to the cloud service. The designated court reporting service shall be given access to the uploaded document productions. The designated court reporting service shall also timely upload all deposition and hearing exhibits to the cloud/virtual depository service. No party shall remove any part of another party's document production from the cloud service. No party shall remove any part of its own document production without ten (10) days advance notice to all parties that it intends to do. If any party objects to the proposed document removal, the parties shall meet and confer in accordance with **subsection 3.2**. If the matter remains unresolved, the party seeking document removal shall move the Special Magistrate for leave to do so. The ten (10) day notice requirement for removal of documents shall not apply to the inadvertent production of privileged documents. If privileged documents were mistakenly uploaded, the producing party may

immediately remove the documents claimed to be privileged. The party removing the documents shall then serve a privilege log on all parties concerning the documents removed within 10 days of their removal.

4.2 Notice of Compliance. On each occasion where a party produced documents pursuant to this CMO, the party shall also serve upon all parties a Notice of Compliance. The Notice of Compliance shall generally index and describe the nature of the documents produced and provide a Bates stamp range of the documents produced.

4.3 Plaintiff(s) Document Production. The Plaintiff(s) shall produce all non-privileged documents, photographs, images, reports, correspondence, and materials in the Plaintiff(s)' custody or control (whether maintained in hard copy or digital form) arising from, related to, or in connection with the Subject Property's construction, maintenance, alteration, repairs, damages, construction defect related complaints, Chapter 558 Notices, turnover reports, governing documents, board meeting minutes, and annual budgets. If full size construction plans or "as built" sets are part of the Plaintiff(s) production, they shall be scanned and produced in accordance with subsection 4.1, but Plaintiff(s) shall also make the plan sets reasonably available to all parties for making their own hard copies. If more than one party seeks hard copies of a plan set, the parties are encouraged to coordinate the reproduction effort to minimize duplication costs. Plaintiff(s) shall pay all production expenses pursuant to this subparagraph with the exception of reproducing hard copies of plan sets. If an object is within the custody or control of Plaintiff(s) that cannot be scanned, such as a building component, Plaintiff(s) shall produce an evidence log describing the nature of the object, when it was obtained and from where it was obtained.

4.4 Defendant and Third-Party Defendant Document Production. Defendants and Third-Party Defendants shall produce all non-privileged documents and job file materials arising from, related to or in connection with the Subject Property's design, development, construction, repair or sale, including but not limited to, photographs, images, correspondence, drawings, log books, notes, sketches, submittals, contracts and contract documents, bids, proposals, change orders, back charges, job file materials, permits, inspection reports, plans and specifications, lien waivers and releases, reports, meeting minutes, approvals, warranty requests and repair documents. If full size construction plans or "as built" sets are part of the production, they shall be scanned and produced in accordance with subsection 4.1, but the producing party shall also make the plan sets reasonably available to all other parties for making their own hard copies. If more than one party seeks hard copies of a plan set, the parties are encouraged to coordinate the reproduction effort to minimize duplication costs. The producing party shall pay all production expenses pursuant to this subparagraph with the exception of reproducing hard copies of plan sets. If an object is within the custody or control of the producing party that cannot be scanned, such as a building component, the producing party shall produce an evidence log describing the nature of the object, when it was obtained and from where it was obtained.

4.5 Continuing Obligation to Produce Documents. All parties are under a continuing obligation to produce all non-privileged documents and materials discovered after the initial production. In the event that a party subsequently discovers documents or materials, that party shall follow the same procedures set forth above. If it becomes necessary for any party to augment their document deposit, they must similarly augment their Notice of Compliance. Any new party appearing in this matter shall comply with this section within forty-five (45) days of

appearing.

4.6 Failure to Comply with Production Requirements. Any party not depositing all documents and materials in its possession, custody or control, shall, in the Notice of Compliance describe any documents withheld with particularity and state the basis for refusing to produce the document(s). No party shall withhold any document or materials from production that the party intends to enter into trial evidence.

4.7 Insurance Policies and Information. Defendants and all Third Party Defendants are required to deposit within thirty (30) days after service of this Order, copies of any and all certificates of insurance, declaration pages, and insurance policies referencing potential insurance coverage obtained for work that is the subject of this lawsuit, any additional insured endorsements naming any party to this action as an additional insured, any reservation of rights letters related to this litigation and any correspondence denying insurance coverage. If a party is unable to comply with this subsection, either because the certificate(s) and/or endorsement(s) are unavailable or no insurance was obtained, that party shall notify all parties of the inability to comply with this subsection. Any new party appearing in this matter shall comply with this subsection within forty-five (45) days of appearing. The parties shall serve a Notice of Compliance on all parties when documents pursuant to this subsection are produced.

Plaintiff(s) shall produce all insurance policies, documents and materials related to any claim made against its real property insurance policies providing potential coverage for the Subject Property.

4.8 Statement of Insurance. Defendants and third party defendants shall serve on all other parties responses to the Insurance Questionnaire attached hereto as Exhibit "A" within

thirty (30) days after the service of this Order. Any party appearing subsequent to the entry of this Order shall respond to the Insurance Questionnaire attached as Exhibit "A" within forty-five (45) days of an entering an appearance in this matter. The responding parties are specifically ordered to respond directly to the Insurance Questionnaire and not to simply refer to extraneous documents or insurance policies or declare that the matter is under investigation. Each party shall have an authorized representative sign the party's responses and cause them to be duly verified before a notary public.

4.9 Standard Interrogatories. Plaintiff(s), defendants and third party defendants shall serve on all other parties responses to the Standard Interrogatories attached hereto as Exhibit "B" within 30 days after the service of this Order. Any party appearing subsequent to the entry of this CMO shall respond to the Standard Interrogatories attached as Exhibit "B" within forty-five (45) days of an appearance in this matter. The responding parties are specifically ordered to directly respond to the standard interrogatories and not simply refer to extraneous documents or declare that the matter is under investigation. Each party shall have an authorized representative sign the party's responses and cause them to be duly verified before a notary public.

4.10 Electronic Discovery. _____ (insert any agreements reached regarding the requirements and timing of electronic discovery).

5. EXPERT DISCOVERY

5.1 Expert Disclosures. The parties shall designate their expert(s) expected to be called at trial and serve all information specified in BCP 7.5 in accordance with **subsection 4.1** by the deadlines set forth in **subsection 2.2**. The disclosures shall also include a list of available dates each expert is available to testify during the period assigned for the expert's deposition in

subsection 2.2. The experts shall hold their availability dates open until the actual deposition dates are selected, which should occur no later than the CMO's deposition scheduling meeting. Ten (10) days prior to each expert's respective deposition, the parties shall produce copies of each expert's job file in accordance with **subsection 4.1**. Parties added after the expert disclosure deadline shall comply with this subsection's expert disclosure requirements within forty-five (45) days of their notice of appearance.

5.2 Expert Depositions. Each expert shall bring his or her job file documents and materials to deposition. Expert depositions shall be held at the designated court reporting service in Orange County, Florida unless otherwise stipulated to by the parties.

5.3 Expert Deposition Compensation. The designated court reporting service shall record the actual time a party questions an expert, multiply the questioning time by the expert's hourly rate, and provide questioning counsel with an invoice reflecting the amount due to the expert. With exception to the party who retained the expert, the questioning parties are not responsible to pay for the expert's deposition preparations, travel time or lunch break. Nothing in this subsection prevents any party from challenging the reasonableness of an expert's deposition hourly rate. Expert witnesses may only be compensated for their actual deposition time and are not entitled to set minimum billing periods. Payment of the expert's fee is due thirty (30) days after the party receives a billing invoice from the court reporting service.

5.4 Deposition Objections. Because the questioning party is paying for the expert's deposition time, counsel are especially cautioned against making speaking objections. Moreover, if one party objects to the form of an expert deposition question, all parties are automatically deemed to have joined in the objection.

5.5 Expert Rebuttals. The parties may petition the Court for leave to designate rebuttal experts or expert reports.

6. DEPOSITION PROCEDURES

6.1 Court Reporting Service. The parties have agreed to use _____ for all court and deposition reporting in this matter. Depositions shall be conducted at the court reporter's office. The court reporting service shall be required to maintain one set of exhibits which shall be available at all depositions taken in Osceola County, Florida. The deposition exhibits shall be consecutively numbered for ease of reference.

6.2 Deposition Transcript Preparation Costs. The costs of preparation of the original deposition transcript shall be shared pro rata by the parties actually participating in the deposition by questioning the deponent. Statements of appearances at the beginning of the deposition do not count as participation. Mere objections made by any party during the course of the deposition shall not count as participation. If multiple parties are represented by the same attorney, then the attorney shall announce at the outset of the deposition which parties counsel is appearing on behalf of at the deposition. Thereafter, participation by counsel shall count as participation by each party for which counsel has announced representation.

6.3 Deposition Continuations. If a witness that has previously been deposed is scheduled for a continuation of a deposition or an additional deposition, counsel questioning that witness are required to have reviewed the prior deposition transcripts.

6.4 Telephonic Appearances. The court reporting service shall provide a call-in number to allow any party to participate telephonically in all depositions.

6.5 Deposition Scheduling Meeting. The parties shall participate in a deposition

scheduling meeting prior to the deadline set forth in **subsection 2.2**. The parties shall meet in person and be fully prepared to share expert witness and Persons Most Knowledgeable availability dates for their depositions. If a certain deposition date cannot be agreed upon by all parties, the dates receiving the most approval from the several parties are deemed appropriate for the deposition's setting.

6.6 Other Layperson Depositions. Layperson depositions not set at the deposition scheduling meeting, shall be set by coordinating a date with defending counsel, where applicable, and providing all parties at least 21 days advance notice.

6.7 Cross-Noticing Depositions Unnecessary. All parties are deemed to have cross-noticed all depositions duly noticed.

7. OTHER DISCOVERY

Depositions of non-parties, laypersons and "Persons Most Knowledgeable" may be taken at any time unless the Special Magistrate is requested to control that discovery scheduling. Any party shall be allowed to conduct non-party document discovery upon proper notice to all parties, but shall produce any documents obtained in accordance with **subsection 4.1** within fourteen (14) days of obtaining such discovery. All discovery not specifically enumerated or allowed in this CMO is stayed and cannot be conducted without leave the Special Magistrate and the Special Magistrate is directed to deny any discovery requests that duplicate CMO's discovery requirements.

8. REPAIRS

No repairs, except emergency repairs, shall be performed without five (5) business days of advance notice to all counsel. Emergency repairs may be performed provided Plaintiff(s)

give(s) as much notice as reasonably possible under the circumstances. Plaintiff(s) shall supply, in writing to all counsel, the nature of any such emergency and the repairs performed.

9. MOTION PRACTICE

9.1 Rulings on the Papers and Memoranda. Due to the complexity of this litigation and the need to timely address the issues as they arise, pursuant to BCP 5.4, the parties are advised that rulings on motions may be rendered without oral argument.

9.2 Hearing Dates. A party seeking to set a matter for oral argument shall file a motion for oral argument setting forth the length of the hearing sought and shall provide a proposed order. If oral argument is granted and all parties cannot agree on a date, the date receiving the most approval amongst the several parties shall prevail.

9.3 Reporting. Parties desiring to have a hearing recorded are responsible for making the requisite arrangements with the designated court reporting service. Attorneys should arrange for the swearing of remote witnesses with the court reporter hired to attend the hearing.

9.4 Adding Parties. Additional parties may be added to this action without stipulation of the parties or leave of Court prior to the deadline set forth in **subsection 2.2**. After the deadline, parties may only be added to the action with leave of Court. If the Court is satisfied that a newly added party is unduly prejudiced by the late appearance in the action and requires greater time to complete discovery than contemplated by the discovery deadline, the claims against the new party may be severed for trial purposes.

9.5. Motions in Limine. Motions in limine shall be filed by the deadline set forth in **subsection 2.2**.

10. DESTRUCTIVE TESTING

10.1. By the Plaintiff(s). Destructive testing at the Subject Property must be noticed and occur by the deadlines set forth in **subsection 2.2.**

10.2 By the Defense. Defendants and third-party defendants performing destructive testing must submit their request to Plaintiff(s) and copy all parties at least twenty-one (21) days in advance of the testing, and at least thirty (30) days in advance if interior unit access is needed. Any contractor used by a defendant or third-party defendant to perform destructive testing must be properly licensed, bonded and insured by a standard commercial general liability policy (or the equivalent) for at least \$1 million per occurrence for property damage and personal injury, and name the Plaintiff(s) as an “additional insured” on the policy. The Plaintiff(s) is not responsible for providing ladders, lifts or other equipment to assist with the defense inspections or testing.

11. EXTRAPOLATION SUPPORT TESTING.

Should mediation prove unsuccessful, Plaintiff(s) may conduct additional testing to support the extrapolations set forth in the expert reports (“Extrapolation Support Testing”). All Extrapolation Support Testing shall be paid for exclusively by parties conducting that testing, with at least 10 days of advance notice to all parties. Should Plaintiff(s) exercise the right to perform Extrapolation Support Testing, the Defendants and Third-Parties shall be entitled to conduct additional testing to gather evidence to defend against the Extrapolation Support Testing data (“Counter Testing”).

12. MEDIATION

12.1 Appointment of Mediator. _____ is appointed Mediator for this litigation. The Mediator may direct Plaintiff(s) to conduct a presentation of defects or to host an expert information exchange in advance of the mediation.

12.2 Attendance. At the Mediation, each party shall attend in full compliance with BCP 8.3(c). Telephone communication with counsel, a party or an insurance representative is not sufficient attendance at the mediation unless approved in writing by the Court. Applications to attend by telephone communication will only be granted upon a showing of good cause and shall not include the mere inconvenience and expense of traveling to the mediation venue.

13. TRIAL WITNESS LISTS AND FINAL JOINT PRETRIAL STATEMENT

13.1 Initial Trial Witness List. Each party shall serve Initial Trial Witness Lists in accordance with the deadline set forth in **subsection 2.2** identifying individuals that are then known and may be called to testify at trial. The Initial Trial Witness List should include the name, address and general nature of the matters to which the witness is expected to testify.

13.2 Final Witness List. The parties shall serve Final Trial Witness Lists in accordance with the deadline set forth in **subsection 2.2**. The Final Trial Witness List should include the name, address and general nature of the matters to which the witness is expected to testify at trial. No party shall add witnesses to the Final Trial Witness List after the deadline without stipulation from all parties or leave of Court.

13.3 Final Joint Pretrial Statement. The parties shall comply with the Joint Final Pretrial Statement Requirements of BCP Section 9 by the deadline set forth in **subsection 2.2** of this CMO.

If you are a person with a disability who needs any accommodation in order to participate in this proceeding, you are entitled, at no cost to you, to the provision of certain assistance. Please contact the ADA Coordinator, Human Resources, Orange County Courthouse, 425 N. Orange Avenue, Suite 510, Orlando, Florida, (407)836-2303, at least 7 days before your scheduled court appearance, or immediately upon receiving this notification if the time before the scheduled appearance is less than 7 days; if you are hearing or voice impaired, call 711.

DONE AND ORDERED in Orlando, Orange County, Florida this _____ day of _____, 20____.

CIRCUIT JUDGE

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that the foregoing was filed with the Clerk of the Court this ____ day of _____ 20__ by using the Florida Courts E-Filing Portal System.

Accordingly, a copy of the foregoing is being served on this day to all attorney(s)/interested parties identified on the ePortal Electronic Service List, via transmission of Notices of Electronic Filing generated by the ePortal System.

Cathy Stephens, Judicial Assistant to Judge John E Jordan

EXHIBIT "A"
INSURANCE QUESTIONNAIRE

Case Name and No: _____

1. State the full legal name of the party responding to this Questionnaire.

Response:

2. State the name of the attorney and law firm representing the party responding to this Questionnaire, as applicable:

Response:

3. State the name of each insurance carrier the responding party believes has insurance coverage obligations for damages claimed in this lawsuit and provide the following information:

Response:

Carrier Name	Policy Number	Policy Period	Policy Limits (Per Occurrence & Aggregate where applicable)	Primary or Excess

4. For each insurance policy identified in your Response to Question 3, provide the following information:

Response:

Policy Number	Carrier Defending Under Reservation of Rights? (Y/N)	Coverage Denied or Revoked? (Y/N)	Parties named as additional insureds under the policy	Competing claims against the policy? (Y/N)

EXHIBIT "B"

STANDARD INTERROGATORIES
TO DEFENDANTS AND THIRD-PARTY DEFENDANTS

Case Name and No: _____

Full Name of Responding Party: _____ (hereinafter "You").

1. State the name and address of all individuals assisting You in responding to these Standard Interrogatories.

Response:

2. State the description of the work You performed at or for the Subject Property.

Response:

3. State the location of the work You performed (the buildings, phases or other areas where You performed your work).

Response:

4. State the dates in between which You performed your work at or for the Subject Property.

Response:

5. Identify the person or entity with whom You contracted with to perform your work at or for the Subject Property.

Response:

6. Describe the materials, if any, You supplied toward the construction of the Subject Property.

Response:

7. If You subcontracted with any person or entity to fulfill of your work obligations, provide the following information.

- a. The name and last known address of each person or entity You subcontracted with;
- b. The nature of the work each subcontractor performed on your behalf;
- c. The materials supplied by each subcontractor on your behalf;
- d. The location of the work each subcontractor performed on your behalf.

Response:

8. Identify, by name and address, any individuals who are most knowledgeable and qualified to testify on behalf of You as to bidding, negotiations and signing of any contracts pertaining to the work performed or materials supplied by You at or for the Subject Property.

Response:

9. State the name and last known address of each person who served as job foreman, superintendent and/or project manager with regard to the work performed or material supplied by You at or for the Subject Property.

Response:

10. Identify, by name and address, the individual who is most knowledgeable regarding the work performed by You toward the construction and development of the Subject Property.

Response:

11. Identify, by name and address, the individual who is most knowledgeable regarding any repairs performed by You at the Subject Property.

Response:

STANDARD INTERROGATORIES TO PLAINTIFF(S)

Case Name and No: _____

Full Name of Responding Party: _____ (hereinafter “You”).

1. Identify, by name and address, the individual who is most knowledgeable regarding any repairs performed by You at the Subject Property.

Response:

2. Identify, by name and address, the individual who is most knowledgeable regarding any maintenance performed by You or on your behalf at the Subject Property.

Response:

3. Identify, by name and address, the individual who is most knowledgeable regarding any real property damage claims submitted by You to your insurance carrier pertaining to the Subject Property.

Response:

4. Identify, by name and address, the individual who is most knowledgeable regarding complaints made by the Subject Property’s occupants that You believe relate to alleged construction defects.

Response:

5. Identify all property management companies who have managed the Subject Property on your behalf, and provide the period of their services.

6. For each repair exceeding \$2,500 at that You caused to be performed at the Subject Property, identify:

- a. The nature of the repair;
- b. The location of the repair;
- c. The person or entity performing the repair.

Response: