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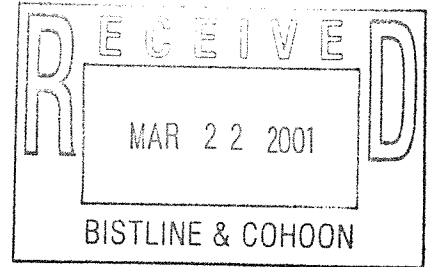
8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
9 **FOR THE COUNTY OF SAN DIEGO**

10	Coordination Proceedings	)	JCCP NO. 4095
11	Special Title (rule 1550(b)),	)	
12	FIREARMS CASES	)	<b>STIPULATION AND ORDER RE</b>
13		)	<b>DOCUMENT PRODUCTION BY COLT'S</b>
14		)	<b>MANUFACTURING CO., INC.</b>
15		)	
16	Including actions:	)	
17		)	
18	People, et al. v. Arcadia Machine	)	Date: February 20, 2001
19	& Tool, et al.; San Francisco	)	Time: 8:30 a.m.
20	Superior Court No. 303753	)	Place: Dept. 65
21		)	Judge: Vincent P.
22	People, et al. v. Arcadia Machine	)	DiFiglia
23	& Tool, Inc., et al.; Los Angeles	)	
24	Superior Court No. BC 210894	)	
25		)	
26	People, et al. v. Arcadia Machine	)	
27	& Tool, Inc., et al.; Los Angeles	)	
28	Superior Court No. BC 214794	)	
		)	
		)	

23 The undersigned parties in these coordinated cases, by and  
24 through their respective counsel, have stipulated and agreed, and  
25 the Court therefore orders in these coordinated proceedings, as  
26 follows:

27 1. Defendant Colt's Manufacturing Co., Inc. ("Colt")  
28 represents that it has established a collection of potentially  
relevant documents, organized as they are maintained in the

STIPULATION AND ORDER RE DOCUMENT PRODUCTION BY COLT'S MANUFACTURING CO., INC.



2/15/01



1 ordinary course of business, for review by plaintiffs in all the  
2 lawsuits brought against it and other firearm manufacturers by  
3 various governmental entities and others ("Colt's Document  
4 Depository"). Colt represents that its Document Depository  
5 currently contains in excess of 135 boxes of Colt documents and a  
6 file-level index. Colt's Document Depository is located at the  
7 offices of Shipman & Goodwin, LLP, One American Row, Hartford,  
8 Connecticut 06103.

9 2. To avoid undue burden and expense, the parties have  
10 agreed that Colt shall, at its cost, make one copy of the documents  
11 and Colt's electronic file level index of the documents currently  
12 contained in its Document Depository, excluding any documents that  
13 Colt in good faith believes are privileged or otherwise protected  
14 from disclosure, and shall deliver the documents and index to  
15 plaintiffs' counsel, Lief, Cabraser, Heimann & Bernstein, LLP,  
16 ("Lief, Cabraser"). Lief, Cabraser shall assure that the Colt  
17 document collection produced hereunder is maintained by counsel for  
18 plaintiffs at a location that insures its security and integrity,  
19 and shall take reasonable steps to protect Colt's confidential  
20 documents from theft or disclosure, except as permitted by  
21 applicable court orders. The parties also have agreed that the  
22 documents produced by Colt pursuant to this paragraph, and any  
23 supplemental production of documents by Colt, shall be deemed  
24 produced in each of the cases listed on the attached Exhibit "A"  
25 (hereinafter the "participating jurisdictions"), subject to  
26 paragraph 6, infra. The documents produced hereunder shall be used  
27 only in connection with the litigation. If Colt is sued in the  
28 future by a public entity in any new case(s) with allegations



1 similar to those made in the lawsuits in the participating  
2 jurisdictions, and Lief, Cabraser and/or the Center to Prevent  
3 Handgun Violence represent any of the plaintiffs, the undersigned  
4 shall use reasonable efforts to have the plaintiffs in those  
5 jurisdictions agree to become participating jurisdictions, subject  
6 to the applicable terms of this order and agreement. Such  
7 reasonable efforts shall not cause or result in waiver of any  
8 privilege or protection by Lief, Cabraser and/or the Center to  
9 Prevent Handgun Violence. Colt shall accept without challenge any  
10 written representation made by Lief, Cabraser and/or the Center to  
11 Prevent Handgun Violence to Colt that reasonable efforts have been  
12 made under this paragraph.

13 3. To avoid undue burden and expense, the parties agree that  
14 plaintiffs in these coordinated California cases and in  
15 participating jurisdictions shall, at their cost, make one copy of  
16 all documents requested by Colt, either individually or jointly  
17 with other defendants, and make that copy available for Colt and  
18 all other defendants. In no event shall plaintiffs be required, by  
19 reason of this agreement, to make more than one copy of any  
20 document at their cost.

21 4. In these coordinated California cases, access to Colt's  
22 confidential documents shall be governed by the Court's Protective  
23 Order (the "California Confidentiality Order"). Access to  
24 confidential Colt documents in each of the other participating  
25 jurisdictions shall be governed by the confidentiality order  
26 applicable in that jurisdiction. In any participating jurisdiction  
27 in which a confidentiality order has not been entered, access to  
28 Colt's confidential documents shall be governed by the California



1 Confidentiality Order, but only upon the prior execution of  
2 attachment "A" to the California Confidentiality Order by each  
3 person seeking and qualified to have access to the documents. When  
4 a confidentiality order is entered in a participating jurisdiction,  
5 that order shall exclusively govern access to confidential Colt  
6 documents in that case.

7       5. Colt shall produce the documents specified in paragraph  
8 2 above on a rolling basis following its review and designation of  
9 confidential documents pursuant to paragraph 4 of the California  
10 Confidentiality Order. Such production shall be completed within  
11 sixty days of counsel for the parties executing this stipulation.

12       6. Colt shall serve on plaintiffs' counsel in these  
13 coordinated California cases its privilege logs applicable to  
14 documents withheld from production into Colt's Document Depository  
15 within three weeks of the date Colt completes its production of  
16 such documents to Lieff, Cabraser pursuant to paragraph 2 above or  
17 within three weeks of any supplemental production of documents by  
18 Colt, as applicable. Although the Colt privilege log shall be  
19 deemed produced in all participating jurisdictions, Colt reserves  
20 the right to modify the privilege logs if and when necessary to  
21 meet the requirements of a specific jurisdiction. In these  
22 coordinated California cases, plaintiffs may challenge any  
23 privilege designation on these logs by motion in the above-  
24 captioned California Superior Court. Colt reserves all rights to  
25 oppose any such challenge. Plaintiffs may not seek or obtain any  
26 documents listed on the privilege logs for use in these coordinated  
27 California cases, except in accordance with the procedures  
28 described herein. Any privileged or protected documents ordered



1 produced in one participating jurisdiction shall not be deemed  
2 produced in any other participating jurisdiction and shall not be  
3 required to be produced by Colt in any other participating  
4 jurisdiction unless Colt, in writing, expressly agrees to produce  
5 such documents in the other participating jurisdiction or the court  
6 in such other participating jurisdiction orders Colt to produce  
7 such documents.

8       7. Colt also represents that, upon request, it can have  
9 available for review at its Document Depository in Hartford,  
10 Connecticut, voluminous form and repetitive documents such as  
11 purchase orders, shipping documents and design drawings ("Colt's  
12 Form Documents"). Colt's Form Documents shall not be produced in  
13 accordance with paragraph 2, but shall be made available for  
14 inspection and copying by plaintiffs' counsel at the Colt's  
15 Document Depository in Hartford, Connecticut, upon written request  
16 specifying the particular documents plaintiffs wish to inspect and  
17 subject to valid objections and privileges and protections. Where  
18 plaintiffs have selected or requested specific Form Documents, and  
19 the requests are otherwise non-objectionable, Colt will, at its  
20 cost, make available one copy of such documents to Lieff, Cabraser,  
21 which documents shall be deemed produced in all participating  
22 jurisdictions.

23       8. Any issues arising in these coordinated California cases  
24 in connection with Colt's document productions, including issues  
25 related to the application of privileges or other protections to  
26 documents produced from the Document Depository, shall be resolved  
27 by this Court under California law and procedure.

28



1        9.    The parties agree that if plaintiffs in the participating  
2 jurisdictions serve on Colt any document production requests or  
3 interrogatories which are the same or similar to requests or  
4 interrogatories which have been served on Colt in one of the other  
5 participating jurisdictions and Colt's responses to the document  
6 production requests or interrogatories would be substantially  
7 similar to those given in the other participating jurisdiction,  
8 Colt may respond by producing a copy of its prior responses to the  
9 document production requests or interrogatories in the other  
10 participating jurisdiction with a new verification, as applicable,  
11 and subject to paragraphs 4 and 6, supra. If plaintiffs in the  
12 participating jurisdiction believe that further responses to such  
13 interrogatories or requests are required, they shall notify Colt in  
14 writing identifying the specific requests or interrogatories which  
15 they believe require further response and the basis for their  
16 belief that each such response is inadequate. Thereafter, Colt  
17 shall, at its election, have the opportunity to supplement or  
18 change its responses to the requests or interrogatories. Prior to  
19 filing any motion to compel, plaintiffs shall meet and confer with  
20 Colt in an effort to resolve any remaining differences with respect  
21 to Colt's discovery responses.

22        10.   Colt does not waive any right or argument with respect to  
23 the privileged status, relevance, or admissibility of any document  
24 plaintiffs may review or obtain as a result of these provisions.  
25 In these coordinated California cases, all issues of privilege,  
26 . . . .  
27 . . . .  
28 . . . .



1 relevance, or admissibility shall be determined by the above-  
2 captioned California Superior Court under California law.

3 MILBERG WEISS BERSHAD HYNES &  
4 LERACH, LLP  
Co-Liaison Counsel for Plaintiffs

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6 Dated: February 28, 2001 By Michael J. Dowd  
Michael J. Dowd

7  
8 LIEFF, CABRASER, HEIMANN &  
9 BERNSTEIN, LLP  
Co-Liaison Counsel for Plaintiffs

10  
11 Dated: February 28, 2001 By Robert J. Nelson  
Robert J. Nelson

12  
13 CENTER TO PREVENT HANDGUN VIOLENCE  
14 Legal Action Project

15  
16 Dated: February 27, 2001 By Dennis S. Henigan  
Dennis S. Henigan

17  
18 WRIGHT & L'ESTRANGE  
19 Counsel for Colt's Manufacturing  
Co., Inc.

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21 Dated: February 20, 2001 By Robert C. Wright  
Robert C. Wright

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ORDER

The Court having reviewed the foregoing stipulation of the parties re document production by Colt's Manufacturing Co., Inc., and good cause appearing therefor,

IT IS SO ORDERED.

March 15, 2001

*Vincent P. DiFiglia*

Dated: ~~February~~ \_\_\_\_, 2001

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Vincent P. DiFiglia  
SUPERIOR COURT JUDGE



**MUNICIPAL FIREARMS LITIGATION**

1. The City of Boston, et al. v. Smith & Wesson Corp., et al.
2. The City of Camden v. Beretta U.S.A. Corp., et al.
3. Dennis W. Archer, et al. v. Arms Technology, et al.
4. District of Columbia, et al. v. Beretta U.S.A. Corp.
5. City of Gary v. Smith & Wesson Corp., et al.
6. The People of the State of California, et al. v. Arcadia Machine & Tool, et al. [City of Los Angeles, Case No. BC 210894]
7. The People of the State of California, et al. v. Arcadia Machine & Tool, et al. [Los Angeles County, Case No. BC 214794]
8. The People of the State of California, et al. v. Arcadia Machine & Tool, Inc., et al. [City of San Francisco, Case No. BC 303753]
9. City of Philadelphia, et al. v. Beretta U.S.A. Corp., et al.
10. City of St. Louis v. Henry J. Cernicek, et al.
11. Edward H. McNamara, et al. v. Arms Technology, Inc., et al.