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10 IN THE UNITED STATES DISTRICT COURT
11 FOR THE NORTHERN DISTRICT OF CALIFORNIA

12 **GEORGE C. JAYNES, JANE A. JAYNES, AND**
13 **JILLIAN R. WEADER**, on behalf of themselves and all
14 others similarly situated,

15 Plaintiffs,

16 v.

17 **GENERAL MOTORS CORPORATION; GENERAL**
18 **MOTORS OF CANADA, LTD.; FORD MOTOR**
19 **COMPANY; FORD MOTOR COMPANY OF**
20 **CANADA, LTD.; TOYOTA MOTOR CORPORATION;**
21 **TOYOTA MOTOR SALES, U.S.A., INC.; TOYOTA**
22 **CANADA, INC.; HONDA MOTOR COMPANY, LTD.;**
23 **AMERICAN HONDA MOTOR COMPANY, INC.;**
24 **HONDA CANADA, INC.; DAIMLERCHRYSLER**
25 **AKTIENGESELLSCHAFT; DAIMLERCHRYSLER**
26 **CANADA, INC.; MERCEDES-BENZ CANADA, INC.;**
27 **NISSAN MOTOR COMPANY, LTD.; NISSAN NORTH**
28 **AMERICA, INC.; NISSAN CANADA, INC.; BMW OF**
NORTH AMERICA, INC.; BMW CANADA;
NATIONAL AUTOMOBILE DEALERS
ASSOCIATION; and CANADIAN AUTOMOBILE
DEALERS ASSOCIATION,

Defendants.

Plaintiffs George C. Jaynes, Jane A. Jaynes, and Jillian R. Weader, on their own behalf and on behalf of all others similarly situated, bring this action for treble damages and injunctive relief under the antitrust laws of the United States.

ORIGINAL
FILED
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RICHARD W. WIEKING
CLERK, U.S. DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
E-filing

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Case No. **03 - 0652**

CLASS ACTION COMPLAINT
FOR VIOLATIONS OF THE
SHERMAN ANTITRUST ACT

JURY TRIAL DEMANDED

1 NATURE OF THE ACTION

2 1. Beginning at least as early as 2001, Defendants conspired by entering into a series
3 of agreements and initiated a course of conduct to prevent new cars sold in Canada from being
4 imported into the United States. Generally, new car prices in Canada are 10-30% lower than
5 prices for the same cars in the United States.

6 2. The effect of the conspiracy was to restrict inter-brand competition within the
7 market for new cars, to maintain new car prices in the United States at levels that are significantly
8 higher than prices charged in Canada for the same cars, and to maintain the prices for new cars in
9 the United States at supracompetitive levels. This conduct acted to the detriment of each and
10 every purchaser of a new car in the United States during the relevant time period.

11 3. To implement this conspiracy, the Manufacturing Defendants, (defined below),
12 among other things, sought and obtained agreement from their United States dealers to:

- 13 a. Not honor new car warranties on cars imported from Canada; and
- 14 b. Not install properly calibrated imperial measure speedometers and
15 odometers in cars imported from Canada which had metric speedometers
16 and odometers.

17 Additionally, the manufacturing Defendants sought and obtained agreements from their Canadian
18 dealers to:

- 19 a. Utilize "No Export" agreements that require a customer to pay a substantial
20 penalty of 10 to 50% of the car's value, in the event the car is taken into the
21 United States for use or resale within a specified period of time.
- 22 b. Conduct "due diligence" investigations of prospective buyers to identify
23 potential exporters of new automobiles and not to sell an automobile to
24 those identified as potential exporters.

25 4. The Manufacturing Defendants also took measures to enforce these restraints on
26 their Canadian dealers, including:

- 27 a. Penalizing Canadian dealers who sold cars that were then taken into the
28 United States through "chargebacks." These chargebacks took the form of

1 16. Defendant TOYOTA MOTOR SALES, U.S.A., INC. is a corporation organized
2 under the laws of California with its principal place of business at 19001 S. Western Avenue,
3 Torrance, California. It is a subsidiary of Toyota.

4 17. Defendant TOYOTA CANADA, INC. is a subsidiary of Toyota located at One
5 Toyota Place, Scarborough, Ontario, Canada.

6 18. Defendant HONDA MOTOR COMPANY, LTD. (hereafter "Honda") is a Japanese
7 corporation with its principal place of business at 1-1, 2-chome, Minami-Aoyama, Minato-ku,
8 Tokyo, Japan. Honda manufactures and distributes the new-car brands Honda and Acura.

9 19. Defendant AMERICAN HONDA MOTOR COMPANY, INC. is a subsidiary of
10 Honda located at 1919 Torrance Blvd., Torrance, California.

11 20. Defendant HONDA CANADA, INC. is a subsidiary of Honda located at 715
12 Milner Avenue, Scarborough, Ontario, Canada.

13 21. Defendant DAIMLERCHRYSLER AKTIENGESELLSCHAFT (hereafter
14 "Daimler") is a German corporation located at Epplestrasse 225, Stuttgart, Germany. Daimler
15 manufactures and distributes several new-car brands, including Dodge, Chrysler, Mercedes-Benz,
16 Plymouth, and Jeep.

17 22. Defendant DAIMLERCHRYSLER CANADA, INC. (hereafter "Daimler Canada")
18 is located at 2450 Chrysler Centre, Windsor, Ontario, Canada. It is a subsidiary of Daimler.

19 23. Defendant MERCEDES-BENZ CANADA, INC. is a subsidiary of Daimler and/or
20 Daimler Canada, and is located at 849 Eglinton Avenue East, Toronto, Ontario, Canada.

21 24. NISSAN MOTOR COMPANY, LTD., (hereafter "Nissan") is a Japanese
22 corporation headquartered at 17-1, Ginza 6-chome, Chuo-ku, Tokyo, Japan. Nissan manufactures
23 the new-car brands Nissan and Infiniti.

24 25. NISSAN NORTH AMERICA, INC., (hereafter "Nissan North America") is a
25 subsidiary of Nissan located at 18501 South Figueroa Street, Gardena, California.

26 26. NISSAN CANADA, INC., (hereafter "Nissan Canada") is a Canadian corporation
27 located at 5290 Orbitor Drive, Mississauga, Ontario, Canada.

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1 commerce to customers located in states other than the state in which the Defendants produced the
2 cars.

3 36. The business activities of the Manufacturing Defendants and their co-conspirators
4 that are the subject of this complaint were within the flow of, and substantially affected, interstate
5 trade and commerce.

6 FACTUAL BACKGROUND

7 37. The Manufacturing Defendants manufacture and assemble new cars throughout the
8 world, including in the United States and Canada. Many cars manufactured in the United States
9 are shipped to Canadian dealers for sale. Similarly, many cars manufactured in Canada are sent by
10 the manufacturers to the United States for sale, and parts for new car assembly are transshipped
11 liberally. Automotive trade between the two countries in 2000 was approximately \$43.6 billion of
12 vehicles and \$34.6 billion in parts. Over 97% of Canadian automotive exports are shipped to the
13 United States and approximately 80% of Canada's automotive imports originate in the United
14 States.

15 38. In both countries, the Manufacturing Defendants sell their new cars only to
16 franchised dealers located in the United States and Canada. The dealers, in turn, re-sell the new
17 cars in accordance with the terms of their franchise dealer agreements with the supplying car
18 manufacturer.

19 39. The Manufacturing Defendants have charged their dealers in the United States 10-
20 30% more for their cars than they charge their Canadian dealers for the same make and model car.
21 Similarly, the Manufacturers Suggested Retail Price ("MSRP") at which dealers have sold new
22 cars to consumers has been higher in the United States than in Canada.

23 40. For example, Ford sold its popular 2002 Windstar LX model minivan to Canadian
24 dealers at an invoice price of US\$15,373, with a MSRP of US\$16,448. Meanwhile, Ford sold the
25 same Windstar LX to United States dealers at an invoice price of US\$20,844 and an MSRP of
26 US\$22,340. Thus, a consumer purchasing this car paid 26% more than a Canadian purchasing the
27 same car. Similarly, the Lexus 2002 SC430 model has a dealer invoice in Canada of US\$47,687,
28 and in the United States of US\$53,117, a difference of over 10%. The MSRP in Canada is

1 US\$53,151, but in the United States, is US\$61,055, a difference of approximately 13%. These
2 estimates are adjusted for differences in the exchange rate between the United States and Canada.

3 41. In 1993, the United States Congress ratified the North American Free Trade
4 Agreement ("NAFTA"), eliminating many of the duties and tariffs in the trade of goods between
5 the United States, Canada, and Mexico. Moreover, since approximately 1998, safety and
6 environmental regulations governing new cars sold in the United States and Canada have been
7 harmonized. With respect to environmental standards, new cars sold in Canada comply with the
8 emissions and other standards of every state in the United States, including California's standards.

9 42. Many manufacturers maintain manufacturing plants in both the United States and
10 Canada which share the manufacturing and assembly of cars for both countries. Consequently,
11 since approximately 1998, the only differences between new cars made for sale in Canada and
12 those made for sale in the United States are their speedometers and odometers (Canadian cars
13 record kilometers, while United States odometers record miles) and, in some instances, minor
14 differences in daytime-running lamps.

15 43. Manufacturing Defendants were increasingly confronted with inter-brand price
16 competition that threatened to destroy their ability to price discriminately between the United
17 States and Canadian new-car markets. For example, a Ford Focus exported from Canada to the
18 United States competes not only against the more expensive Ford Focus sold by United States
19 Ford dealers (intra-brand competition), but it also competes against other manufacturers' brands in
20 the same class of cars, such as the Dodge Neon (inter-brand competition). This competition
21 increasingly threatened manufacturers' ability to charge higher prices in the United States.

22 44. Beginning in approximately the 1990's, the Manufacturing Defendants created and
23 shared "blacklists" of persons known to export new cars from Canada to the United States for
24 resale, and prohibited their Canadian dealers from selling new cars to entities on the blacklist.

25 45. The Manufacturing Defendants instituted "chargeback" provisions as part of their
26 dealer franchise agreements: if a car made for sale in Canada became registered in the United
27 States, the Canadian dealer who initially sold the car was required to pay the manufacturer a pre-
28 determined amount, typically thousands of dollars per car, or a substantial percentage of the new

1 car's retail price. The chargeback provisions applied regardless if the Canadian dealers sold the
2 car to an exporter, a United States consumer, or to a United States dealer, and were enforced
3 whether or not the Canadian dealer knowingly sold the car for export.

4 46. The Manufacturing Defendants began periodically tracking every car's unique
5 Vehicle Identification Number ("VIN") to determine if a new car made for sale in Canada had
6 been exported to the United States, and to punish the Canadian dealer who sold it. Manufacturers
7 also instituted "audit sweeps" to check VIN numbers on United States dealers' lots to determine if
8 cars made for sale in Canada had been exported to the United States.

9 47. Beginning in approximately 1999, Defendants required their dealers to have buyers
10 execute "No Export" agreements at the time of sale. These "No Export" agreements required the
11 buyer to pay the selling Canadian dealer a substantial penalty, typically liquidated damages in
12 amounts from ten to fifty percent of the car's value, in the event the car was subsequently
13 transferred to the United States within a specified period of time.

14 48. In early 2001, the Manufacturing Defendants communicated through CADA to
15 prevent new-car exports from Canada to the United States. As a result of their communication, in
16 early 2001 each Manufacturing Defendant stepped-up efforts to prevent exports. Some or all of
17 the Manufacturing Defendants (i) threatened their respective Canadian dealers with stricter
18 enforcement of chargeback provisions, (ii) reinforced their requirements for Canadian dealers to
19 condition sales on consumers' entry into "No Export" agreements; (iii) used the same language
20 and terms in "No Export" agreements as those used by competitors, (iv) imposed car allocation
21 restrictions on exporting Canadian dealers, (v) pursued termination of Canadian dealers found to
22 export; and (vi) required Canadian dealers to conduct "due diligence" investigations of prospective
23 buyers to root out United States citizens and other potential exporters.

24 49. In December 2001, Manufacturing Defendants communicated directly with one
25 another and agreed to attempt to stop the export of new cars from Canada to the United States. For
26 instance, a Daimler memorandum marked "Urgent" and dated December 20, 2001 from Lewis C.
27 Scott, Daimler's Zone Manager in Denver, Colorado to all dealers in the Denver zone, entitled
28 "Imported Canadian Vehicles" states:

1 Following is the latest information on the Canadian vehicle issue: Our
2 management has spoken to the corporate headquarters of several of our
3 competitors regarding this issue and have copies of their policies. The
4 issue is currently being reviewed by our legal department, and it appears
5 as though our policy will greatly mirror that of our competitors.

6 The probability is that we will suspend the warranty on vehicles that come
7 into the U.S. for retail sale ... The plan is to have a detailed policy in place
8 during the first quarter of 2002.

9 50. As forecast by this memorandum, by mid-2002 the manufacturing Defendants
10 stopped honoring warranties for the service and repair of new cars exported from Canada to the
11 United States. This policy was implemented through the Manufacturing Defendants' respective
12 United States dealers, who agreed not to perform warranty work.

13 51. In late 2001, CADA formed a new Industry Relations Committee to deal with
14 "industry issues" such as "export sales." During 2001, CADA also met "with a full compliment
15 [sic] of Industry Representatives and Manufacturers Associations representations" to "attempt[] to
16 resolve the issue" of export sales.

17 52. In March 2002, Ford informed its Canadian dealers that Ford would now (a) trace
18 exports back to 1999 in order to impose chargebacks, restrict allocations, and otherwise punish
19 exporting dealers, (b) conduct VIN traces every 60 days to monitor exports and to enforce the
20 export prohibition, and (c) fund and otherwise support Canadian Ford dealers in the event they are
21 sued for refusing to sell new cars based on export concerns.

22 53. In April 2002, CADA announced that it could work with manufacturers and dealers
23 to develop "general industry guidelines, due diligence standards and best practices" for dealers to
24 use to stop export of new cars from Canada to the United States.

25 54. In May 2002, the Manufacturing Defendants' representatives gathered at the 2002
26 New York Auto Show in New York City and met with senior representatives of both CADA and
27 NADA to discuss the export "problem." The Manufacturing Defendants suggested that CADA's
28 members police noncompliant dealers. The discussions also covered a proposed checklist of
29 practices Canadian dealers could employ to stop export sales.

30 55. In June 2002, CADA announced that it "[was] currently working closely with
31 manufacturers and NADA" to find a solution to the export problem.

1 56. Subsequently, CADA issued a report to its members in August 2002 entitled
2 “Automobile Industry Strategy Against Export Sales.” That report sets out extensive collaboration,
3 coordination, and agreement among Manufacturing Defendants, manufacturer trade associations,
4 and dealer trade associations to stop export sales. The report describes “recent meetings between
5 CADA and the manufacturers’ associations” where “a multi-faceted strategy was discussed” and a
6 “consensus to work together” was reached to prevent new automobile exports from Canada to the
7 United States. Further, with respect to Canadian dealers’ due diligence in investigating
8 prospective customers, an “‘industry’ list that all manufacturers could agree on” was discussed.

9 57. The August 2002 CADA report also detailed Defendants’ strategy of requiring
10 “national use of ‘not for export’ language in sales contracts.” Further, the report describes a
11 “recent meeting” between CADA and NADA at which “it was evident that [export] sales into the
12 U.S. is a major issue with NADA and its dealers.” According to the report, U.S. dealers are
13 “looking to CADA and Canadian dealers to address these issues, and [NADA] will cooperate
14 wherever possible in assisting CADA with initiatives addressing export sales.”

15 58. CADA also maintained a legal fund, which was used in part to fund lawsuits
16 against Canadian dealers who tried to export new cars to the United States. In one instance, the
17 legal fund was used to fund a General Motors dealer’s lawsuit against exporters for breach of non-
18 export agreements.

19 59. Finally, a CADA report states that at “the most recent” CADA meeting,
20 representatives of the Manufacturing Defendants discussed pursuit of an industry-wide solution
21 and “a united campaign against the unauthorized exporting of new vehicles into the U.S.A.”

22 60. Absent these alleged constraints, a United States consumer should be able to buy a
23 new car directly from a Canadian dealer; an exporter/wholesaler should be able to purchase new
24 cars from Canadian dealers and resell them in the United States to United States consumers;
25 United States dealers should be able to purchase new car models from Canadian dealers for resale
26 in the United States at lower prices than those currently offered to dealers in the U.S.; and overall,
27 new car prices to consumers in the United States should be lower.

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1 **Summary of Violations**

2 61. Beginning at least as early as January 1, 2001, the means and methods used by
3 Defendants to implement the combination and conspiracy include the following:

- 4 a. Defendants agreed to implement industry-wide policies such as chargebacks
5 and No-Export agreements;
- 6 b. Defendants agreed to require their United States dealers to stop honoring
7 service warranties on cars exported from Canada to the United States;
- 8 c. Defendants created and shared "blacklists" of dealers and exporters who
9 allowed cars bought in Canada to be sent to the United States;
- 10 d. CADA and NADA facilitated coordinated action and "industry-wide"
11 agreements among Defendants and co-conspirators to prevent export of new
12 cars from Canada to the United States; and
- 13 e. Defendants implemented substantially identical measures and policies
14 regarding the export of new cars from Canada to the United States with the
15 purpose and effect of restricting inter-brand competition in the United States
16 and preserving and stabilizing retail price levels for new cars in the United
17 States.

18 62. The agreements and conduct described in this Complaint have had, and continue to
19 have, the following effects, among others:

- 20 a. inter-brand price competition in the sale of new cars in the United States has
21 been suppressed and restrained;
- 22 b. retail prices of new cars purchased by Plaintiffs and other members of the
23 proposed class have been fixed, raised, maintained, and stabilized at
24 artificial and supra-competitive levels; and
- 25 c. the supply and/or output of new cars in the United States has been limited to
26 artificial levels.
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- 1 c. Whether the alleged combination or conspiracy violates Section 1 of the
2 Sherman Act;
- 3 d. The effect of Defendants' combination or conspiracy on the prices of new
4 cars sold in the United States during the Class Period; and
- 5 e. The appropriate measure of damages sustained by Plaintiffs and other
6 members of the Class.

7 67. Plaintiffs are members of the Class, Plaintiffs' claims are typical of the claims of
8 the Class members, and Plaintiffs will fairly and adequately protect the interests of the Class.
9 Plaintiffs are typical purchasers of new cars made by Defendants for sale in the United States and
10 their interests are coincident with and not antagonistic to those of the other members of the Class.
11 In addition, Plaintiffs are represented by counsel who are competent and experienced in the
12 prosecution of antitrust and class action litigation.

13 68. The prosecution of separate actions by individual members of the Class would
14 create a risk of inconsistent or varying adjudications, establishing incompatible standards of
15 conduct for Defendants.

16 69. The questions of law and fact common to the members of the Class predominate
17 over any questions affecting only individual members, including legal and factual issues relating to
18 liability and damages.

19 70. A class action is superior to other methods for the fair and efficient adjudication of
20 this controversy. Treatment as a class action will permit a large number of similarly situated
21 persons to adjudicate their common claims in a single forum simultaneously, efficiently, and
22 without the duplication of effort and expense that numerous individual actions would engender.
23 Class treatment will also permit the adjudication of claims by many class members who could not
24 afford individually to litigate an antitrust claim such as is asserted in this Complaint. This class
25 action likely presents no difficulties in management that would preclude maintenance as a class
26 action. Finally, the Class is readily ascertainable.

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CAUSE OF ACTION
Violation of Section 1 of the Sherman Act

71. Plaintiffs incorporate by reference the preceding allegations.

72. Defendants combined, conspired, and contracted among themselves and with co-conspirators to eliminate the import of new cars from Canada into the United States.

73. In furtherance of this conspiracy, Manufacturing Defendants sought and obtained agreement from their United States dealers:

- a. Not to honor new car warranties on cars imported from Canada; and
- b. Not to install properly calibrated imperial measure speedometers and odometers in cars imported from Canada which had metric speedometers and odometers.

Additionally, Manufacturing Defendants sought and obtained agreements from Canadian car dealers:

- a. To utilize "No Export" agreements that require a customer to pay a substantial penalty of ten to fifty percent of the car's value, in the event the car is taken into the United States for use or resale within a period of time.
- b. To conduct "due diligence" investigations of prospective buyers to identify potential importers of new automobiles and to not sell an automobile to those identified as potential importers.

Manufacturing Defendants also took measures to enforce these agreements, including:

- a. Penalizing Canadian dealers who sold cars that were then taken into the United States through "chargebacks." These chargebacks took the form of either a reset "liquidated damages" amount or some percentage of the value of the car, which in any case amounts to several thousand dollars;
- b. Threatening to withhold inventory of popular styles and colors of automobiles to offending Canadian dealers;
- c. Threatening to terminate the dealerships of Canadian dealers who refuse to comply;

- 1 d. Refusing to provide car owners with information regarding recalls; and
2 e. Attempting to persuade authorized parts suppliers not to provide odometer
3 packages to convert from kilometers to miles.

4 Two Defendants, NADA and CADA, facilitated this conspiracy by:

- 5 a. sponsoring meetings to exchange information among manufacturers;
6 b. promoting the development of an industry-wide checklist of practices
7 Canadian dealers could employ to stop export sales; and
8 c. assisting the manufacturers in enforcing the agreements described above.

9 74. These actions are in violation of 15 U.S.C. §1 *et seq.*, in that they serve to restrain
10 trade and to fix, raise, maintain, or stabilize the retail price of new cars sold in the United States in
11 the Class Period.

12 75. Plaintiffs and members of the Class have been injured in their business or property
13 by reason of manufacturing Defendants' antitrust violation. Their injury consists of paying higher
14 prices for Defendants' cars in the United States. Such injury is of the type the antitrust laws were
15 designed to prevent and flows from that which makes Defendants' conduct unlawful.

16 76. These violations are continuing and will continue unless enjoined by this Court.

17 **PRAYER FOR RELIEF**

18 **WHEREFORE**, Plaintiffs pray:

19 A. That the Court determines that this action may be maintained as a class action under
20 Rule 23 of the Federal Rules of Civil Procedure;

21 B. That the alleged combination and conspiracy among the Defendants and their co-
22 conspirators be adjudged and decreed to be an unreasonable restraint of trade in violation of
23 Section 1 of the Sherman Act;

24 C. That judgment be entered against Defendants, jointly and severally, and in favor of
25 Plaintiffs and each member of the class they represent for threefold the damages determined to
26 have been sustained by them, together with the costs of suit, including reasonable attorneys' fees;

27 D. That each of the Defendants, successors, assignees, subsidiaries, and transferees,
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1 and their respective officers, directors, agents, and employees, and all other persons acting or
2 claiming to act on behalf thereof or in concert therewith, be perpetually enjoined and restrained
3 from, in any manner, directly or indirectly, continuing, maintaining, or renewing the aforesaid
4 combination, conspiracy, agreement, understanding, or concert of action, adopting or following
5 any practice, plan, program, or design, having a similar purpose or effect in restraining
6 competition; and

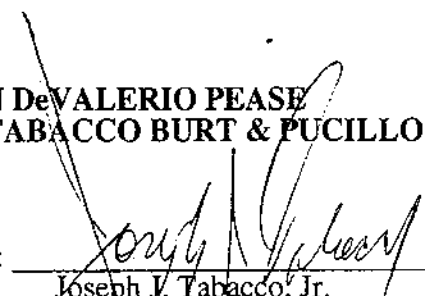
7 E. Such other and further relief as may appear necessary and appropriate.

8 **JURY DEMAND**

9 Pursuant to Fed. R. Civ. P. 38(b) and otherwise, Plaintiffs respectfully demand a trial by
10 jury.

11 DATED: February 14, 2003

**BERMAN DeVALERIO PEASE
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13
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UNITED STATES DISTRICT COURT
 NORTHERN DISTRICT OF CALIFORNIA

FILED
 03 FEB 14 PM 3:03
 RICHARD W. WIEKING
 CLERK, U.S. DISTRICT COURT
 NORTHERN DISTRICT OF CALIFORNIA

GEORGE C. JAYNES)
)
 Plaintiff(s))
)
 -v-) C 03-00652 EDL
)
 GENERAL MOTORS CORPORATIO) ORDER SETTING INITIAL CASE MANAGEMENT
 Defendant(s)) CONFERENCE
)
 _____)

IT IS HEREBY ORDERED that this action is assigned to the Honorable Elizabeth D. Laporte. When serving the complaint or notice of removal, the plaintiff or removing defendant must serve on all other parties a copy of this order, the handbook entitled "Dispute Resolution Procedures in the Northern District of California," the Notice of Assignment to United States Magistrate Judge for Trial, and all other documents specified in Civil Local Rule 4-2. Counsel must comply with the case schedule listed below unless the Court otherwise orders.

IT IS FURTHER ORDERED that this action is assigned to the Alternative Dispute Resolution (ADR) Multi-Option Program governed by ADR Local Rule 3. Counsel and clients must familiarize themselves with that rule and with the handbook entitled "Dispute Resolution Procedures in the Northern District of California."

CASE SCHEDULE [ADR MULTI-OPTION PROGRAM]

Date	Event	Governing Rule
02/14/2003	Complaint filed	
05/27/2003	Last day to meet and confer re initial disclosures, early settlement, ADR process selection, and discovery plan	FRCivP 26(f) & ADR LR 3-5
05/27/2003	Last day to file Joint ADR Certification with Stipulation to ADR process or Notice of Need for ADR Phone Conference	Civil L.R. 16-8
06/10/2003	Last day to complete initial disclosures or state objection in Rule 26(f) Report, file/serve Case Management Statement, and file/serve Rule 26(f) Report	FRCivP 26(a)(1) Civil L.R.16-9
06/17/2003	Case Management Conference in Ctrm E, 15th Floor, SF at 10:30 AM	Civil L.R. 16-10