

**UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA**

IN RE: HARDIEPLANK FIBER
CEMENT SIDING LITIGATION

Case No. 12-md-2359-MJD
MDL No. 2359

THIS DOCUMENT RELATES TO ALL
ACTIONS

**SPECIAL MASTER CASE MANAGEMENT ORDER NO. 3—PLANTIFF’S MOTION
TO COMPEL**

Robert K. Shelquist, Karen Hanson Riebel, and Scott Moriarity, Lockridge Grindal Nauen, PLLP; and Shawn J. Wanta, Baillon Thome Jozwiak LLP & Wanta; Clayton D. Halunen and Scott Carlson, Halunen & Associates, for Plaintiffs.

Aron J. Frakes, McDermott Will & Emery, LLP; and Heidi Fisher, Oppenheimer Wolff & Donnelly, LLP, for Defendant James Hardie Building Products, Inc.

This matter was heard by this Special Master on November 14, 2013 on Plaintiff’s Motion to Compel Discovery.

Based on the files, records and proceedings herein, **IT IS HEREBY ORDERED THAT:**

1. Plaintiff’s Motion to Compel [Doc. No. 67] is **GRANTED IN PART and DENIED**

IN PART as follows:

2. Plaintiffs first set of interrogatories and first set of requests for production shall encompass all available information from January 1, 2001 to the present, including warranty claim files, or information arising out of or related to those files, that were generated between January 1, 2001 and April, 2007; and all information generated after April 11, 2011.

3. Plaintiffs' first set of interrogatories and first set of requests for production shall encompass all fiber-cement exterior siding products made, distributed, or sold by James Hardie for use on any building or structure.

4. James Hardie shall fully comply with Request for Production Nos. 1 and 13, and its production shall include but not be limited to information relating to litigation that involves James Hardie siding.

5. James Hardie shall fully comply with Request for Production No. 10, and its production shall include but not be limited to complaints about James Hardie siding that are not documented in warranty claims.

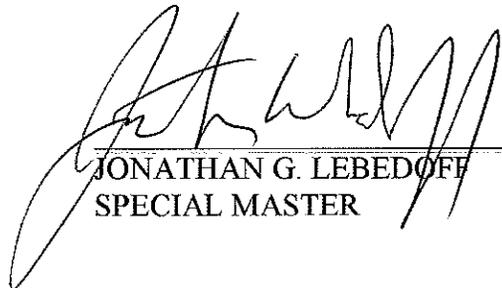
6. James Hardie shall fully comply with Request for Production No. 24, and its production shall include but not be limited to documents relating to the costs or financial consequences resulting from James Hardie's payments to warranty claimants.

7. James Hardie shall fully comply with Request for Production No. 25, and its production shall include but not be limited to documents that analyze the relationship between the duration of the warranty and the quality or durability of James Hardie siding.

8. James Hardie shall fully comply with Request for Production No. 26, and its Production shall include all publicly disseminated documents relating to the promotion or advertising of James Hardie siding, regardless of whether such information actually was viewed by the Plaintiffs.

9. James Hardie shall amend its answers to Plaintiff's first set interrogatories and first set requests for production, and it shall supplement its document production in accordance with this order on or before two months from the date of this order.

Dated: Nov. 20, 2013



JONATHAN G. LEBEDOFF
SPECIAL MASTER