

UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
JACKSONVILLE DIVISION

ELIAS MAKERE, FSA, MAAA

CASE NO.: 3:20-cv-905-J-34JRK

Plaintiff,

v.

ALLSTATE INSURANCE COMPANY,

Defendant.

_____ /

ELIAS MAKERE, FSA,

CASE NO.: 3:20-cv-00921-J-34JRK

Plaintiff,

v.

ALLSTATE INSURANCE COMPANY,

Defendant.

_____ /

ELIAS MAKERE,

CASE NO.: 3:20-cv-00922-J-34JRK

Plaintiff,

v.

ALLSTATE INSURANCE COMPANY,

Defendant.

_____ /

CASE MANAGEMENT REPORT

The parties have agreed on the following dates and discovery plan pursuant to Fed.R.Civ.P. 26(f) and Local Rule 3.05(c):

DEADLINE OR EVENT	AGREED DATE
Mandatory Initial Disclosures (pursuant to Fed.R.Civ.P. 26(a)(1)) [Court recommends 30 days after CMR meeting]	November 2, 2020
Certificate of Interested Persons and Corporate Disclosure Statement [all parties are directed to complete and file the attached]	Defendant Completed

Motions to Add Parties or to Amend Pleadings	November 2, 2020
Disclosure of Expert Reports Plaintiff: Defendant:	Plf: August 2, 2021 Def: Sept 2, 2021
Discovery Deadline [Court recommends 5 months before trial to allow time for dispositive motions to be filed and decided; all discovery must be commenced in time to be completed before this date]	October 1, 2021
Dispositive and <u>Daubert</u> Motions [Court requires 4 months or more before trial term begins]	November 1, 2021
Trial Term Begins [Local Rule 3.05 (c)(2)(E) sets goal of trial within 1 year of filing complaint in most Track Two cases, and within 2 years in all Track Two cases; trial term must not be less than 4 months after dispositive motions deadline (unless filing of such motions is waived). Trials before the District Judge will generally be set on a rolling trial term toward the beginning of each month, with a Final Pretrial Conference to be set by the Court the preceding month. If the parties consent to trial before the Magistrate Judge, they will be set for a date certain after consultation with the parties]	March 1, 2022
Estimated Length of Trial [trial days]	3 days
Jury / Non-Jury	Jury
Mediation Deadline: Mediator: Address: Telephone: [Mediation is <u>mandatory</u> in most Track Two cases; Court recommends either 2 - 3 months after CMR meeting, or just after discovery deadline; if the parties do not so designate, the Court will designate the mediator and the deadline for mediation. A list of certified mediators is available on the Court's website and from the Clerk's Office.]	October 15, 2021 Scott Cairns Scott CairnsADR 3300 Bank of America Tower 50 North Laura Street Jacksonville, FL 32207 904-571-5603
All Parties Consent to Proceed Before Magistrate Judge If yes, the parties shall complete and <u>all</u> counsel and/or unrepresented parties shall execute the attached Form AO-85.	Yes _____ No <u>X</u>

I. Meeting of Parties

Lead counsel shall meet in person or, upon agreement of all parties, by telephone. (If all parties agree to conduct the case management conference by telephone, they may do so without filing a motion with the Court.) Pursuant to Local Rule 3.05(c)(2)(B) or (c)(3)(A), a meeting was held on____(date) at_____(time) and was attended by:

<u>Name</u>	<u>Counsel for (if applicable)</u>
Eliase Makere	Plaintiff
Kimberly Doud	Defendant

II. Preliminary Pretrial Conference

Local Rule 3.05(c)(3)(B) provides that preliminary pretrial conferences are **mandatory in Track Three cases.**

Track Two cases: Parties (check one) request do not request a preliminary pretrial conference before entry of a Case Management and Scheduling Order in this Track Two case. Unresolved issues to be addressed at such a conference include: **N/A**

III. Pre-Discovery Initial Disclosures of Core Information

Fed.R.Civ.P. 26(a)(1)(A) - (D) Disclosures

The parties (check one) have exchanged agree to exchange information described in Fed.R.Civ.P. 26(a)(1)(A) - (D) on or by **November 2, 2020.**

IV. Agreed Discovery Plan for Plaintiffs and Defendants

A. Certificate of Interested Persons and Corporate Disclosure Statement

This Court makes an active effort to screen every case in order to identify parties and interested corporations in which the assigned judge may be a shareholder, as well as for other matters that might require consideration of recusal. Therefore, each

party, governmental party, intervenor, non-party movant, and Rule 69 garnishee shall file and serve within **fourteen (14) days** from that party's first appearance a Certificate of Interested Persons and Corporate Disclosure Statement using the attached mandatory form. No party may seek discovery from any source before filing and serving a Certificate of Interested Persons and Corporate Disclosure Statement. All papers, including emergency motions, are subject to being denied or stricken unless the filing party has previously filed and served its Certificate of Interested Persons and Corporate Disclosure Statement. Any party who has not already filed and served the required certificate is required to do so **immediately**. Each party has a continuing obligation to file and serve an amended Certificate of Interested Persons and Corporate Disclosure Statement within eleven days of 1) discovering any ground for amendment, including notice of case reassignment to a different judicial officer; or 2) discovering any ground for recusal or disqualification of a judicial officer. A party should not routinely list an assigned district judge or magistrate judge as an "interested person" absent some non-judicial interest.

B. Discovery Plan/Deadline

The parties shall not file discovery materials with the Clerk except as provided in Local Rule 3.03. Parties should exchange discovery in the most efficient way, which usually means electronically. In propounding and responding to discovery, the parties are directed to consult and comply with the Federal Rules of Civil Procedure, the Local Rules of the United States District Court for the Middle District of Florida, and the Middle District of Florida's Discovery Handbook, available on the Court's website: www.flmd.uscourts.gov/forms/Civil/2015-Civil_Procedure_Handbook.pdf. Each party

shall timely serve discovery requests so that the rules allow for a response prior to the discovery deadline. The Court may deny as untimely all motions to compel filed after the discovery deadline or those that fail to comply with the meet and confer requirements contained in Local Rule 3.01(g). The Court notes that the words "confer" and "good faith" contemplate the parties will exchange thoughts and arguments to try to resolve an issue and will not simply engage in unilateral noticing that a motion will be filed. In addition to agreeing to comply with the above, the parties agree as follows:

Joint Discovery Plan: The parties agree to the following discovery practices (e.g., method of handling confidential information, method for asserting or preserving a privilege or an objection, arrangement for discovery in phases or only on particular issues): **Should either party inadvertently produce privileged information, the parties recognize that the law regarding inadvertent disclosure applies and that any privileged information shall immediately be returned to the producing party. The parties anticipate they will enter into a Confidentiality and Non-Waiver Rule 502 "Clawback" Agreement. The parties agree that privileged communications between attorneys and clients conducted after the commencement of this litigation, and work-product created after the commencement of litigation, do not need to be included on privilege logs.**

Consent to service by e-mail: Pursuant to Rule 5(b)(2)(E), **the parties agree discovery and other papers not required to be filed and served through the Court's CM/ECF system will be served by electronic mail. The following persons should be served for Plaintiff: Elias Makere, justice.actuarial@gmail.com. The following persons should be served for Defendant: Kimberly Doud, kdoud@littler.com; Michele Ramos, mramos@littler.com; Michelle Filmore, mfilmore@littler.com; Lisa Shelnut, lshelnut@littler.com; Sabrina Unick, ssarber@littler.com; Vicki King, vking@littler.com. This agreement will last until a party notifies the other the agreement is terminated.**

C. Confidentiality Agreements/Motions to File Under Seal

Whether documents filed in a case may be filed under seal is a separate issue from whether the parties may agree that produced documents are confidential. The Court is a public forum, and disfavors motions to file under seal. The Court will permit the parties to file documents under seal only upon motion and order entered under Local Rule 1.09.

The parties may reach their own agreement (without Court endorsement) regarding the designation of materials as “confidential.” The Court discourages unnecessary stipulated motions for a protective order. The Court will enforce appropriate stipulated and signed confidentiality agreements. See Local Rule 4.15. Each confidentiality agreement or order shall provide, or shall be deemed to provide, that “no party shall file a document under seal without first having obtained an order granting leave to file under seal on a showing of particularized need.” With respect to confidentiality agreements, the parties agree as follows: **The parties anticipate they will enter into a Confidentiality and Non-Waiver Rule 502 “Clawback” Agreement.**

D. Disclosure or Discovery of Electronically Stored Information and Assertion of Claims of Privilege

Pursuant to Fed.R.Civ.P. 26(f)(3), the parties have made the following agreements regarding the disclosure and discovery of electronically stored information as well as the assertion of claims of privilege or protection of trial preparation materials after production:

The parties agree to produce ESI in a reasonably usable format, in most instances as searchable .pdf documents. If a party seeks metadata for any document (to the extent available) or that any particular document be produced in native format, they shall make a request to the producing party that is (i) in writing, (ii) identifies the document by Bates-number(s) or provides a detailed description, and (iii) provides the reason for the request. The producing party is not obligated to produce the requested metadata or document in native format, but the parties shall endeavor to meet and confer in good faith to address any dispute or concern that arises in connection with such a request.

The parties agree ESI searches shall have the date parameters of January 1, 2014 through August 12, 2016, and the parties will meet and confer regarding relevant custodians and search terms.

The parties agree the production of privileged or work-product protected documents (in any format) inadvertently, is not a waiver of the privilege or

protection from discovery in this case or in any other federal o or state proceeding. The parties agree that should any such issue of privilege or protection present themselves during the course of discovery, as well as any assertions of confidentiality, the parties will make every attempt to reach a resolution, and if they are unable to do so, they will immediately apply to the Court for a hearing to assist in resolving the issues at hand.

V. Mediation

Absent a Court order to the contrary, the parties in every case will participate in Court-annexed mediation as detailed in Chapter Nine of the Court’s Local Rules. The parties have agreed on a mediator from the Court’s approved list of mediators as set forth in the table above, and have agreed to the date stated in the table above as the last date for mediation. The list of mediators is available from the Clerk, and is posted on the Court’s web site at www.flmd.uscourts.gov. If the parties do not so designate, the Court will designate the mediator and the deadline for mediation.

VI. Requests for Special Handling

Requests for special consideration or handling (requests may be joint or unilateral):
N/A

Respectfully submitted October 27, 2020.

<p><u>/s/ Elias Makere</u> Elias Makere, pro se, 3709 San Pablo Rd. S # 701 Jacksonville, FL 32224 Tel: (904) 294-0026 Email: justice.actuarial@gmail.com</p> <p>Plaintiff Pro Se</p>	<p><u>/s/ Kimberly J. Doud</u> Kimberly J. Doud Fla. Bar No.: 523771 Email: kdoud@littler.com</p> <p>Michele A. Ramos Fla. Bar No.: 1008119 Email: mramos@littler.com</p> <p>LITTLER MENDELSON, P.C. 111 North Orange Ave., Suite 1750 Orlando, Florida 32801 Telephone: (407) 393-2900 Facsimile: (407) 393-2929</p> <p>Attorneys for Defendant</p>
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CERTIFICATE OF SERVICE

I HEREBY certify that on the 27th day of October, 2020, I electronically filed the foregoing with the Clerk of the Court by using the CM/ECF system, which will send a notice of electronic filing to the following: Elias Makere, pro se, 3709 San Pablo Rd. S # 701, Jacksonville, FL 32224; email: justice.actuarial@gmail.com.

/s/ Kimberly J. Doud
Kimberly J. Doud, Esquire

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