

deposition should not be held at the proponent's choice of location, any such motion will be denied. Springfield will be the location of Lloyd's deposition.

B. Travelers. Another insurer, Travelers Property Casualty Company seeks to have a Rule 30(b)(6) deposition scheduled by the plaintiff taken in New Jersey rather than Springfield.⁴ The request is made to accommodate the deponent's illness as well as the deponent's mother.

I have sympathy for the deponent's condition and that of her mother and would certainly allow a rescheduling of the deposition to a later date to accommodate the witnesses if the issue was solely one of timing. However, location of the deposition in Springfield is more appropriate than having all counsel involved in this case travel to New Jersey. Moreover, Travelers has not indicated that Ms. Bianchi-Sinatra is the only employee that could serve as a 30(b)(6) witness and, given her health, it may want to place that burden on someone else. This motion is denied.

A word of caution. It is my sense that discovery is becoming unnecessarily strident and devolving into petty squabbles, more typical of novice counsel. This must stop. If such distinguished counsel cannot conduct routine discovery, including the locations of depositions, without resorting to the court's intervention, this will be an expensive and painful journey for all of us.

A second word of caution. The plaintiff has raised the issue of the substance of the 30(b)(6) depositions, claiming that the witnesses are providing very little information. Specifically, the Diocese asserts that at prior depositions, the witnesses "had made no determinations on coverage because it had not received adequate information from [the

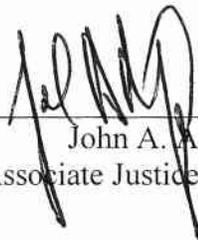
⁴ At the recent hearing, Travelers was willing to have the deposition in Hartford.

plaintiff] to make that determination.” Parenthetically, it seems to defeat the purpose of such a deposition if a discussion on coverage is unavailable.

At this point, I am not going to interject myself into the merits of any deposition; however, if any party believes that it has the unilateral right to “supplement” its responses at a later date or require a party to take a second deposition after answers are available, it may be running a disproportionate risk. A party may very well be bound to the answers given at the deposition.

ORDER

For the foregoing reasons, it is hereby **ORDERED** that the Defendant Underwriters at Lloyd's, London's Motion for Protective Order is **DENIED**. It is further **ORDERED** that the Defendant Travelers Property Casualty Company's Motion for Protective Order is **DENIED**.



John A. Agostini
Associate Justice, Superior Court

Dated: May 22, 2007