

COMMONWEALTH OF MASSACHUSETTS

HAMPDEN, ss.

SUPERIOR COURT

THE ROMAN CATHOLIC BISHOP)
OF SPRINGFIELD, a corporation sole,)
Plaintiff,)

v.)

TRAVELERS CASUALTY AND SURETY COMPANY,)
MASSACHUSETTS INSURERS INSOLVENCY FUND,)
NORTH STAR REINSURANCE CORPORATION,)
UNDERWRITERS AT LLOYD'S, LONDON,)
CENTENNIAL INSURANCE COMPANY,)
INTERSTATE FIRE & CASUALTY COMPANY, and)
COLONIAL PENN INSURANCE COMPANY,)
Defendants.)

CIVIL ACTION NO.
HDCV 2005-00602

**DEFENDANTS' RESPONSE TO CLAIMANTS' MOTION FOR AN ORDER
REQUIRING THE PARTIES TO PARTICIPATE IN MEDIATION**

Defendants Travelers Casualty and Surety Company, Massachusetts Insurers Insolvency Fund, North Star Reinsurance Corporation, Underwriters at Lloyd's, London, Centennial Insurance Company and Interstate Fire & Casualty Company (collectively, "Defendants") do not oppose Claimants' motion. However, in order for any mediation to have a meaningful likelihood of success, Defendants propose that they first be permitted to obtain discrete written discovery on the topics addressed below from every Claimant. If the Claimants prepare this material expeditiously, Defendants believe that this matter could be ready for mediation in late-fall or early-winter 2007. Defendants would agree not to seek to take Claimant depositions before the mediation.

In the period during which Claimants would be preparing their written discovery responses, Defendants plan to go forward with other discovery. For example, Defendants would

intend to take or complete the 30(b)(6) deposition of the Diocese, and the depositions of Bishop Maguire, Bishop Dupre, Monsignor Sniezyk, and Fr. James Scahill, among others.¹

Categories of written information

Defendants are willing to limit pre-mediation discovery to written responses from each Claimant under oath on the following categories: (1) dates of abuse, (2) the location and general nature of the abuse, (3) when to the Claimant's knowledge any individual other than the Claimant and the abusing cleric had knowledge of such abuse, (4) the identity of such other individual(s), (5) when the Claimant or someone acting on behalf of the Claimant first informed someone affiliated with the Diocese of the abuse, (6) any other information that the Claimant has that the Diocese was aware or should have been aware that the abusing cleric had committed any act of abuse, and (7) any information (including all supporting documentation) that would bear on Claimants' alleged damages, such as general medical and work history.

All Claimants must provide responses

Defendants maintain that every Claimant must provide written responses as a precondition to having his or her claim included in the alternative dispute resolution process. Having asserted claims against the Diocese, thereby giving rise to this coverage litigation, the Claimants cannot shield themselves entirely from discovery. Additionally, the Diocese has recently asserted that it is entitled to recover the entire amount of its earlier settlement (of some \$7.75 million) notwithstanding that almost \$1.5 million of those settlement dollars were ultimately allocated to Claimants who alleged that they were abused outside the period of the Diocese's alleged insurance coverage (1968-1986), and seemingly without regard to whether the claims were subject to the Diocese's self-insured Loss Fund. Furthermore, it is apparently the

¹ Defendants also reserve the right to bring motions to compel certain discovery from the Diocese during this interim period.

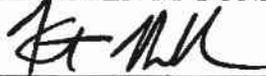
Diocese's position that the dates on which some Claimants allege that they were abused may lack precision, meaning that Claimants who allege that they were abused outside of the alleged period of insurance may in fact fall within the coverage period. Common sense would suggest that the opposite is just as likely to be true. In either instance, discovery from the Claimants on the dates of abuse and other issues identified above would allow the Defendants to better evaluate the claims and coverage defenses.

CONCLUSION

For the foregoing reasons, Defendants do not oppose Claimants' motion, but Defendants request that the Court condition any Claimant's participation in the alternative dispute resolution process on that Claimant providing written information under oath on the categories listed above. If the Claimants provide meaningful written discovery in an expeditious manner, Defendants would agree not to move to take Claimant depositions before the mediation. So that this case is not unduly delayed if alternative dispute resolution proves unsuccessful, Defendants will go forward with discovery while the Claimants prepare this information. If possible, Defendants propose that mediation sessions commence before year end.

Respectfully submitted,

MASSACHUSETTS INSURERS
INSOLVENCY FUND



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