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8 UNITED STATES DISTRICT COURT
9 SOUTHERN DISTRICT OF CALIFORNIA
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11 DONALD WILLIS and VIOLA
12 WILLIS,

13 Plaintiffs,

14 v.

15 BUFFALO PUMPS, INC., et al.,

16 Defendants.
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Case No. 12cv744-BTM (DHB)

**ORDER GRANTING IN PART
PLAINTIFF'S MOTION TO
QUASH, AND MODIFYING
JOHN CRANE INC.'S
SUBPOENAS TO BANKRUPTCY
TRUSTS**

[ECF No. 320]

18 On April 25, 2014, Plaintiff filed a Motion to Quash Defendant John Crane Inc.'s
19 Subpoenas to Bankruptcy Trusts. (ECF No. 320.) Defendants John Crane Inc. and Foster
20 Wheeler Energy Corporation have opposed the motion (ECF Nos. 327, 328) and Plaintiff
21 has filed a Reply. (ECF No. 330.) Having considered the arguments of the parties and the
22 applicable law, the Court hereby **GRANTS IN PART** Plaintiff's Motion to Quash, and
23 **MODIFIES** Defendant John Crane Inc.'s subpoenas to the Bankruptcy Trusts, as set forth
24 below.

25 **I. BACKGROUND**

26 On April 3, 2014, Defendant John Crane Inc. served subpoenas to various asbestos
27 bankruptcy trusts requesting the following documentation:

28 "Any and all correspondence between your office and Donald Willis (DOB:

1 2/20/1942, DOD: 5/5/2013 SSN: []), or anyone acting on his behalf, but not
2 limited to any claims, settlements, requests, documents, or files.”
3 (ECF No. 320-1 at 9.) Plaintiff has moved to quash the subpoenas.

4 II. DISCUSSION

5 Plaintiff initially argued the subpoenas should be quashed on grounds of privacy and
6 confidentiality of settlement information. Defendants oppose Plaintiff’s motion, citing
7 numerous cases that hold claims submitted to bankruptcy trusts are discoverable in asbestos
8 injury cases. In her reply, Plaintiff concedes that much of the information requested by the
9 subpoenas is relevant and discoverable. (ECF No. 330 at 2, 7.) Plaintiff acknowledges that
10 all claim forms and related documents submitted *to* the bankruptcy trusts are subject to
11 discovery. However, Plaintiff argues documents *from* the bankruptcy trusts to Plaintiff are
12 not discoverable to the extent they contain settlement negotiations, or settlement amounts.

13 Federal and state courts have routinely held that claims submitted to asbestos
14 bankruptcy trusts are discoverable. *See Volkswagen of America v. Superior Court*, 139
15 Cal.App.4th 1481,1493-96 (Cal. Ct. App. 2006); *National Union Fire Ins. Co. v. Porter*
16 *Hayden Co.*, 2012 WL 628493 (D. Md. Feb. 24, 2012); *Ferguson v. Lorillard Tobacco Co.*
17 *Inc.*, 2011 WL 5903453 (E.D. Pa. Nov. 22, 2011); *Shepherd v. Pneumo-Abex, LLC*, 2010 WL
18 3431633 (E.D. Pa. Aug. 30, 2010); *In re Asbestos Products Liability Litigation (No. VI)*,
19 2009 WL 6869437 (E.D. Pa. Sept. 18, 2009). However, the courts have also recognized a
20 distinction between claim submissions, and settlement offers or other documents received
21 from the bankruptcy trusts. Courts have generally found that documents provided from the
22 trusts to Plaintiffs regarding offers of compromise or settlement amounts are not
23 discoverable. *See Asbestos Products Liability Lit.*, 2009 WL 6869437 at *1 (compelling the
24 plaintiffs to produce claim forms and other documents submitted to bankruptcy trusts, but
25 allowing the plaintiffs to withhold documents that contained “specific instances of offers
26 of compromise, as opposed to factual assertions of economic loss.”); *Shepherd*, 2010 WL
27 3431633 at *2 (granting the defendants’ request for bankruptcy trust claims submitted by
28 the plaintiff but allowing the redaction of any reference to offers of compromise or ultimate

1 settlement amounts); *National Union Fire Ins. Co.*, 2012 WL 628493 at *4 (denying motion
2 to quash subpoenas to bankruptcy trusts where the subpoenaed information did not include
3 settlement figures or evidence of negotiations or compromise); *Ferguson*, 2011 WL
4 5903453 at *1 (ordering the plaintiff to respond to discovery seeking claims submitted to
5 bankruptcy trusts, but allowing the plaintiff to redact references to offers of compromise or
6 settlement amounts).

7 The Court finds the reasoning of these cases sound and applicable to this case.
8 Accordingly, the Court finds all documents Plaintiff submitted to the bankruptcy trusts,
9 including claim forms, supporting documentation, and supplemental information is
10 discoverable. However, the subpoenas also specifically seek documentation regarding
11 “settlements.” (ECF No. 320-1 at 9.) Because specific instances of offers to compromise
12 are generally not discoverable, the Court finds it is not appropriate for Defendants to request
13 settlement information from the trusts. Federal Rule of Civil Procedure 45(d)(A) provides
14 that a court may modify a subpoena as an alternative to quashing a subpoena entirely.
15 Fed.R.Civ.P. 45(d)(A). Accordingly, the Court will modify the subpoenas to exclude
16 requests for “settlements.”

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1 **III. CONCLUSION**

2 Based on the foregoing, Plaintiff’s Motion to Quash is GRANTED IN PART.
3 Accordingly, IT IS HEREBY ORDERED that:

- 4 1. John Crane Inc.’s April 3, 2014 subpoenas directed to the bankruptcy trusts¹
5 are modified to permit production of the following items:
6 Any and all correspondence between your office and
7 Donald Willis (DOB: 2/20/1942, DOD: 5/5/2013
8 SSN: []), or anyone acting on his behalf, but not
9 limited to any claims, requests, documents, or files.
10 No settlement offers, or other documents related to
11 settlements or offers to compromise should be
12 produced.
- 13 2. Defendant John Crane Inc. shall serve this order on the bankruptcy trusts listed
14 in Plaintiff’s motion to compel within five (5) days of the date of service of this
15 order.
- 16 3. The bankruptcy trusts shall respond to the subpoenas no later than fourteen
17 (14) days following receipt of service of this order.

18 **IT IS SO ORDERED.**

19 DATED: June 2, 2014

20 
 21 DAVID H. BARTICK
 22 United States Magistrate Judge

23 ¹Specifically, Defendant John Crane Inc. served subpoenas on the following entities:
 24 ABB Lummus Global Inc., Lummus 524(g) Asbestos Trust;
 25 Armstrong World Industries Asbestos Personal Injury Settlement Trust;
 26 Celotex Asbestos Settlement Trust;
 27 Eagle Picher Trust;
 28 Federal-Mogul Asbestos Personal Injury Trust;
 G-I Holdings, Inc. Asbestos Personal Injury Settlement Trust;
 Manville Personal Injury Settlement Trust;
 Owens Corning/Fibreboard Asbestos Personal Injury Trust;
 Plibrico Asbestos Trust;
 UNARCO Trust; and
 United States Gypsum Asbestos Injury Settlement Trust.
 (See ECF No. 320-1 at 2-3.)