

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF SOUTH CAROLINA
COLUMBIA DIVISION

LEIGH J. LEVENTIS and CHRISTOPHER)	C.A. NO.: 3:09-1561-JFA
LEVENTIS)	
)	
Plaintiff,)	
)	
vs.)	
)	
FIRST NATIONAL INSURANCE COMPANY)		
OF AMERICA,)	
)	
Defendant/Counterclaimant,)	ORDER
)	
vs.)	
)	
CHRISTOPHER LEVENTIS, CAROLINA)	
CARE PLAN, INC., MEDICAL MUTUAL)	
OF OHIO, PITTS RADIOLOGY)	
ASSOCIATES, P.A. , RICHLAND)	
COUNTY EMS and PALMETTO HEALTH)	
EMERGENCY PHYSICIANS,)	
)	
Counterclaim Defendants.)	
)	
<hr/>		
FIRST NATIONAL INSURANCE)	
COMPANY OF AMERICA,)	
)	
Third-Party Plaintiff,)	
)	
vs.)	
)	
LEIGH J. LEVENTIS and PALMETTO)	
HEALTH RICHLAND,)	
)	
Third-Party Defendants.)	
)	

This matter comes before the Court on the defendant First National's motion to

compel discovery filed on October 21, 2010. (ECF No. 133). The motion requested that the Court compel the plaintiffs to provide more thorough answers to First National's Interrogatory Nos. 5-10 and 12 and Request for Production Nos. 18 and 22. The issues were fully briefed, and a hearing was held on December 15, 2010. Between the filing of the motion and the hearing, the parties came to a mutual agreement regarding Interrogatory No. 12 and Request for Production No. 18, making the motion on those issues moot. Therefore, oral argument at the hearing focused on Interrogatory Nos. 5-10 and Request for Production No. 22. The Court ruled orally on the interrogatories and took the issue of Request for Production No. 22, which requested the fee agreement between the plaintiffs and their counsel, under advisement.

The plaintiff has objected to the request, arguing that it is overly broad and not relevant. At the plaintiff's deposition and again at the December 15, 2010 hearing, the plaintiff's counsel stated on the record that it will advance the costs of the case. The defendant's counsel expressed concern that the fee agreement may include an incentive arrangement for the class representatives. The plaintiffs' counsel, James Griffin, stated that, as an officer of the Court, the potential class representatives and counsel do not have a fee agreement that includes an incentive arrangement. Having been assured of this fact, the Court is not convinced that the plaintiffs should be required to hand over a copy of their fee agreement to the defendant.

Therefore, the motion to compel with respect to Request to Produce No. 22 is denied.

IT IS SO ORDERED.

A handwritten signature in black ink, appearing to read "Joseph F. Anderson, Jr."

December 17, 2010
Columbia, South Carolina

Joseph F. Anderson, Jr.
United States District Judge