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UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

BANK OF AMERICA,

Plaintiff,

v.

TRAVELERS INDEMNITY COMPANY,
et al.,

Defendants.

No. C07-0322RSL

ORDER REGARDING MOTION FOR
PROTECTIVE ORDER

This matter comes before the Court on the “Joint Motion by Plaintiff, Defendants and Third Party Defendants Unigard Insurance Company and Great American Insurance Company for Protective Order.” Dkt. # 136. As discussed in the Court’s “Order Denying Motion for Dismissal and Contribution Bar,” of even date, the terms of the settlement agreement are relevant to the issues remaining in this litigation. The moving parties cannot preclude discovery of relevant information by agreeing amongst themselves that the information is “confidential.” There is no indication that the agreement contains trade secrets, privileged, or confidential business information protected by state or federal law. To the extent the moving parties simply prefer that their arrangement be kept private, that preference must give way if they intend to rely on the terms of the agreement as support for their request for dispositive relief and/or a contribution bar against defendants Wausau Underwriters Insurance Company and Nationwide Indemnity Company (collectively, “Wausau”).

ORDER REGARDING MOTION FOR
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1 The notices of deposition issued by Wausau on November 19, 2008, contained a
2 request that the deponent produce documents at their depositions on December 2, 2008. Wausau
3 may not avoid the limitations and requirements of Fed. R. Civ. P. 34 by demanding that a party
4 produce documents at a deposition scheduled less than thirty days in the future. Rule 30(b)(2)
5 distinguishes between *subpoena duces tecum* served on a non-party deponent and “a request [to
6 a party] under Rule 34 to produce documents and tangible things at the deposition.” See Schultz
7 v. Olympic Med. Ctr., C07-5377FDB, 2008 WL 3977523 (W.D. Wash. Aug. 22, 2008). The
8 moving parties have therefore shown good cause for an order extending the time in which to
9 produce the requested documents.
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11 For all of the foregoing reasons, the motion for protective order is GRANTED in
12 part and DENIED in part. Wausau’s expedited requests for documents were improper and are
13 therefore stricken. The moving parties are not, however, entitled to a protective order against
14 future production of the settlement agreement as long as that document remains relevant (*i.e.*, as
15 long as it may be relied upon to seek dispositive relief or a contribution bar against Wausau).
16 Nor may the moving parties avoid the depositions of their Rule 30(b)(6) designees. Wausau
17 may reissue its notices of deposition for thirty days from the date of this Order
18

19 Dated this 2nd day of March, 2009.

20 

21 Robert S. Lasnik
22 United States District Judge
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