

1 THE HONORABLE JOHN C. COUGHENOUR

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6 UNITED STATES DISTRICT COURT
7 WESTERN DISTRICT OF WASHINGTON
8 AT SEATTLE

9 JOHN ANDREW FLOYD,

CASE NO. C17-1154-JCC

10 Plaintiff,

ORDER

11 v.

12 GEICO INSURANCE COMPANY,

13 Defendant.
14

15 This matter comes before the Court on Plaintiff's motion to enforce court order and for
16 sanctions (Dkt. No. 47). Having thoroughly considered the parties' briefing and the relevant
17 record, the Court hereby DENIES the motion for the reasons explained herein.

18 The Court has described the facts of this case in previous orders (Dkt. Nos. 22, 32) and
19 will not repeat them here. Plaintiff now seeks an order enforcing this Court's previous order that
20 Defendant produce all communications between Plaintiff and the claims adjusters on the Ozog,
21 Mealing, and Musselman claims (Dkt. No. 46) ("the July 25th order"). (Dkt. No. 47.) Plaintiff
22 also asks for the following sanctions: (1) the option of re-deposing any of Defendant's witnesses,
23 at Defendant's expense, (2) because Mr. White was an unprepared Rule 30(b)(6) witness,
24 requiring Defendant to pay for Mr. White's previous deposition, and (3) an order prohibiting
25 Defendant from asserting that Plaintiff did not adequately supervise the Ozog, Mealing, and
26 Musselman claims. (*Id.*) Defendant asserts that it has complied with the July 25th order and that

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1 Plaintiff's requested sanctions are unnecessary and baseless. (Dkt. No. 54.) As previously stated,
2 the Court strongly disfavors discovery motions and prefers that the parties resolve the issues on
3 their own.

4 **I. COMPLIANCE WITH THE JULY 25TH ORDER**

5 Plaintiff argues that because Defendant did not comply with the July 25th order,
6 Defendant should be prohibited from arguing that Plaintiff failed to adequately supervise the
7 Ozog, Mealing, and Musselman claims. (Dkt. No. 47 at 4.) Plaintiff contends that Defendant has
8 not complied with the July 25th order because Defendant has not produced emails between
9 Plaintiff and his claims adjusters. (*Id.* at 11–12.) However, Defendant certifies that, even prior to
10 the July 25th order, it had already produced all reasonably accessible communications between
11 Plaintiff and his claims adjusters, with regard to the Ozog, Mealing, and Musselman claims.
12 (Dkt. No. 54 at 5–6.) In an effort to ensure compliance with the July 25th order, Defendant
13 backed up additional Outlook records and determined that, it had indeed produced all
14 communications between Plaintiff and his claims adjusters with regard to the three claims and
15 that any communications found in the Outlook records were duplicative of those already
16 produced. (*Id.* at 7.)

17 Plaintiff appears to be arguing that Defendant should be responsible for restoring and
18 backing up monthly Outlook records and either (1) producing that duplicative information to
19 Plaintiff or (2) ensuring that there is no additional, non-duplicative communications in any of
20 those records. What Plaintiff asks for is unnecessarily burdensome and duplicative, and not
21 required under the Federal Rules. The Outlook records contain the same information that the
22 Atlas database contains (*see, e.g.*, Dkt. Nos. 54 at 5–8, 60-2 at 46) and communications stored on
23 the Atlas database have already been produced to Plaintiff (Dkt. No. 54 at 6). The July 25th order
24 did not require Defendant to produce identical copies of the communications on all of the
25 different servers or databases that Defendant uses; it only required Defendant to produce any
26 communications regarding the Ozog, Mealing, and Musselman claims that had not already been

1 produced.

2 **II. RE-DEPOSING DEFENDANT’S WITNESSES**

3 Plaintiff argues that he is entitled to the option of re-deposing any of Defendant’s
4 witnesses, at Defendant’s expense, because Defendant produced relevant communications either
5 right before or after depositions. (Dkt. No. 47 at 5–11.) Plaintiff argues that these productions
6 were prejudicial because Plaintiff was unable to question the deponents about the late-produced
7 documents. (*Id.*)

8 First, after reviewing the sequence of discovery production and depositions, the Court
9 does not find any sequence of production and deposition so prejudicial to Plaintiff that it
10 warrants reopening discovery or sanctioning Defendant. Second, Plaintiff did not seek a
11 discovery plan and the Federal Rules do not require Defendant to produce all relevant documents
12 prior to the deposition of each and every witness. *See* Fed. R. Civ. P. 26(d)(3). It would be one
13 thing if Plaintiff was requesting to re-depose a specific witness on a specific subject due to
14 Defendant’s late disclosure of relevant documents, but Defendant need not pay for additional
15 depositions for all of its witnesses merely because Plaintiff would prefer document production
16 was completed prior to depositions.

17 **III. RE-DEPOSING JOSEPH WHITE**

18 Plaintiff argues that he is entitled to the cost of Mr. White’s deposition and that
19 Defendant should be required to pay for the costs of re-deposing Mr. White, in Seattle, because
20 Mr. White was an unprepared Rule 30(b)(6) deponent. (Dkt. No. 47 at 14–15.) Federal Rule of
21 Civil Procedure 30(b)(6) allows a party to gather information about a corporation from a person
22 designated to serve as the voice of the corporation. Fed. R. Civ. P. 30(b)(6). “In determining
23 whether a corporation has met its Rule 30(b)(6) obligation, courts examine the degree and type
24 of effort made by the corporation to prepare the witness.” *Shapiro v. America’s Credit Union*,
25 Case No. C12-5237-RBL, 2013 WL 12310679, slip op. at 2 (W.D. Wash. 2013). “Broad topics
26 of inquiry, however, do not ‘give rise to an obligation to prepare a witness to answer every

1 conceivable detailed question relating to the topic.” *Id.* (citing *United States v. Guidant Corp.*,
2 Case No. 3:08-0842, 2009 WL 3103836, slip op. at 3 (M.D. Tenn. 2009)). “[T]he fact that the
3 corporate designee cannot answer every question posed during the deposition does not mean that
4 the corporation failed to satisfy its Rule 30(b)(6) obligation to prepare the witness.” *Id.*

5 Upon review of Mr. White’s deposition, Defendant met its Rule 30(b)(6) obligation to
6 prepare the witness. To prepare for the deposition, Mr. White reviewed the relevant systems and
7 documents, and conferred with many people to fill any gaps in his knowledge. (Dkt. Nos. 55 at 2,
8 60-2 at 6–7.) Although Plaintiff points out deficiencies in Mr. White’s testimony, Mr. White was
9 an overall competent and knowledgeable witness. He provided much of the information Plaintiff
10 sought and where there were shortcomings that were brought to Defendant’s attention,
11 Defendant followed up with supplemental information and offered to have Mr. White provide the
12 supplemental information via declaration. (*See* Dkt. Nos. 54 at 13, 57-1 at 76.) Mr. White cannot
13 be expected to know every detail about the many broad topics in the deposition notice.
14 Defendant met its Rule 30(b)(6) obligation and is not required to bear the costs of Mr. White’s
15 initial deposition or to pay for another deposition.

16 For the foregoing reasons, Plaintiff’s motion to enforce court order and for sanctions
17 (Dkt. No. 47) is DENIED.

18 DATED this 25th day of October 2018.

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22 John C. Coughenour
23 UNITED STATES DISTRICT JUDGE
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