

information is not privileged;²

- (3) Defendant shall provide deponents who are able to fully and completely address the subjects outlined in Plaintiff's Rule 30(b)(6) Deposition Notice at paragraphs 1, 5, and 6 to the extent the relevant information is not privileged;
- (4) the instant Motion is **DENIED AS MOOT** as to Plaintiff's Interrogatory No. 7, Plaintiff's Document Request No. 22, and the subjects outlined in paragraph 4 of Plaintiff's Rule 30(b)(6) Deposition Notice, because Defendant has informed the Plaintiff and the Court that it has withdrawn its prejudice claim related to the relevant notice condition;
- (5) the instant Motion is **DENIED** as to Plaintiff's Document Request Nos. 18 and 20;³ and
- (6) the parties shall pay their own fees and expenses associated with this Motion.

BY THE COURT:


ROBERT F. KELLY
SENIOR JUDGE

² This information is also discoverable under Rule 26(b)(1) because it is relevant to Defendant's notice defense and counterclaim. Fed. R. Civ. P. 26(b)(1); Medmarc Cas. Ins. Co. v. Arrow Int'l, Inc., No. 01-CV-2394, 2002 WL 1870452, at *4 (E.D. Pa. July 29, 2002) ("In sum, the court in the Rhone-Poulenc cases took the position that reinsurance is, in many instances, discoverable for purposes of a rebutting a defense, particularly of misrepresentation (as well as nondisclosure), *lack of or late notice*, or lost policy.") (emphasis added). In addition, the discovery is adequately tailored to encompass the relevant "Reinsurance Claim," "Underlying Claims," and/or claims or potential claims for asbestos products personal injury claims against Buffalo Forge Company. Finally, regarding Defendant's concerns that the information requested is confidential and proprietary in nature, the Court notes that there is a Stipulated Confidentiality Order (Doc. 12) in place in this case.

³ These document requests are inappropriate because they primarily seek information related to an issue (the "cap" issue) previously adjudicated by this Court, are not relevant to any interpretation issues related to the specific reinsurance agreement in this case, and are overly broad.