

4/8/2005

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, ss.

SUPERIOR COURT DEPARTMENT
OF THE TRIAL COURT
Civil Action No. 05-1360

MARCIA RHODES, HAROLD RHODES, INDIVIDUALLY,)
HAROLD RHODES, ON BEHALF OF HIS MINOR CHILD)
AND NEXT FRIEND, REBECCA RHODES,)
Plaintiffs,)
v.)
AIG DOMESTIC CLAIMS, INC. f/k/a AIG TECHNICAL)
SERVICES, INC., NATIONAL UNION FIRE INSURANCE)
COMPANY OF PITTSBURGH, PA, and)
ZURICH AMERICAN INSURANCE COMPANY)
Defendants.)

**PLAINTIFFS' FIRST REQUEST FOR PRODUCTION OF DOCUMENTS
DIRECTED TO ZURICH AMERICAN INSURANCE COMPANY**

Pursuant to Rules 26 and 34 of the Massachusetts Rules of Civil Procedure, Plaintiffs, Marcia Rhodes, Harold Rhodes individually and Harold Rhodes on behalf of his minor child and next friend Rebecca Rhodes, by their attorneys, Brown Rudnick Berlack Israels LLP, hereby request that Zurich American Insurance Company produce for examination, inspection, and copying the documents or things requested below in its possession, custody, or control and further request that production take place at the offices of Brown Rudnick Berlack Israels LLP, One Financial Center, Boston, Massachusetts 02111, within forty-five (45) days after service hereof.

This request is to be deemed continuing and any information secured after service of the response hereto must be provided in supplemental responses immediately upon receipt of such information.

DEFINITIONS

- A. As used herein, the term “the Accident” shall mean the crash that occurred on January 9, 2002 involving Marcia Rhodes and Carlo Zalewski.
- B. As used herein, the term “agreement” shall mean each and every agreement, contract, arrangement or understanding, oral or written, made or proposed, whenever and by whomever made or proposed, of whatever kind or character, concerning a specified subject matter.
- C. As used herein, the term “AIGDC” shall mean and refer to AIG Domestic Claims, Inc. f/k/a AIG Technical Services, Inc., and any parent, subsidiary, division, affiliate, predecessor-in-interest or business entity owned, operated, or managed by, AIG Domestic Claims, Inc. and the officers, directors, employees, parents, subsidiaries, divisions, affiliates, agents, counsel, attorneys, and other representatives of each such entity.
- D. As used herein, the term “any” and the term “all” are intended to mean “any and all.”
- E. As used herein, the term “communication” means the transmission of facts, ideas, inquiries or other information, in any form, including electronic, oral or any other form.
- F. As used herein, the term “concerning” means regarding, referring to, describing, evidencing or constituting.
- G. The term “correspondence” shall mean any communication, whether oral, written, electronic or implied.
- H. As used herein, the term “document” is defined to be synonymous in meaning and equal in scope to the usage of this term in Mass. R. Civ. P. 34, and is expressly intended to encompass any information compiled or retained in electronic format. A draft or non-identical copy is a separate document within the meaning of this term.

I. As used herein, the term “Driver Logistics” shall mean and refer to Driver Logistics Services, Inc. and any business entity owned, operated, or managed by Driver Logistics Services, Inc., any parent, subsidiary, division, affiliate, or predecessor-in-interest of, Driver Logistics Services, Inc. and the officers, directors, employees, parents, subsidiaries, divisions, affiliates, agents, counsel, attorneys, and other representatives of each such entity.

J. As used herein, the term “GAF” shall mean and refer to Building Materials Corp. of America d/b/a GAF Materials Corp., and any business entity owned, operated, or managed by GAF Materials Corp., any parent, subsidiary, division, affiliate, or predecessor-in-interest of, GAF Materials Corp. and the officers, directors, employees, parents, subsidiaries, divisions, affiliates, agents, counsel, attorneys, and other representatives of each such entity.

K. The “Lawsuit” is defined as Marcia Rhodes et al. v. Carlo Zalewski, et al, Norfolk Superior Court, Civil Action No.: 02-01159 and all related proceedings.

L. As used herein, the term “National Union” shall mean and refer to National Union Fire Insurance Company of Pittsburgh, PA, and any parent, subsidiary, division, affiliate, predecessor-in-interest or business entity owned, operated, or managed by, National Union Fire Insurance Company of Pittsburgh, PA and the officers, directors, employees, parents, subsidiaries, divisions, affiliates, agents, counsel, attorneys, and other representatives of each such entity.

M. As used herein, the term “or” and the term “and” shall mean “and/or” and vice-versa.

N. As used herein, the term “Penske” shall mean and refer to Penske Truck Leasing Corp. and any business entity owned, operated, or managed by Penske Truck Leasing Corp., any parent, subsidiary, division, affiliate, or predecessor-in-interest of, Penske Truck Leasing Corp.

and the officers, directors, employees, parents, subsidiaries, divisions, affiliates, agents, counsel, attorneys, and other representatives of each such entity.

O. As used herein, the term “person” includes any natural person, any business, legal or governmental entity or association.

P. As used herein, the term “Personal Injury Defendants” shall mean and refer collectively to Carlo Zalewski, GAF, Driver Logistics and Penske.

Q. As used herein, the term “Plaintiffs” shall mean and refer collectively to Marcia Rhodes, Harold Rhodes individually and Harold Rhodes on behalf of his minor child and next friend Rebecca Rhodes.

R. As used herein, the term “representative” shall mean any present or former partners, directors, officers, attorneys, agents or employees, as applicable, and all other persons acting on behalf of any particular person.

S. As used herein, the terms “you,” “your,” “yours,” or “Zurich” shall mean and refer to Zurich American Insurance Company, and any parent, subsidiary, division, affiliate, predecessor-in-interest or business entity owned, operated, or managed by, Zurich American Insurance Company and the officers, directors, employees, parents, subsidiaries, divisions, affiliates, agents, counsel, attorneys, and other representatives of each such entity.

T. In case of doubt as to the scope of a clause including “and,” “or,” “any,” “all,” “each,” or “every,” the intended meaning is inclusive rather than exclusive.

U. Any word written in the singular also includes the plural and vice-versa.

INSTRUCTIONS

A. You are requested to produce all documents in your custody, possession or control, including all documents that are in the custody or control of your employees, servants, attorneys, consultants, accountants, or agents, regardless of the location of such documents. This

also includes all documents saved on a computer hard drive, floppy disk, or other media, whether or not the item requested was initially drafted on, or created by or on such computer.

B. This Document Request shall be deemed continuing, so as to require the immediate production of additional answers and documents if you obtain further information or documents between the time this Document Request is served and the time of trial of this action.

C. When an objection is made to any request or any subpart thereof, state with specificity all grounds for the objection.

D. If any document sought by this Request has been destroyed, you are requested to state, as to each such document, its date, author(s), recipient(s) and the date and circumstances of its destruction.

E. Unless otherwise indicated, the time period for each document request shall be from January 9, 2002 to the date of the response, and shall include all documents and information which relate in whole or in part to such period, or to events or circumstances during such period, even though dated, prepared, generated or received before or after that period.

F. With respect to each document that is withheld from production for any reason, or any portion of a document that has been redacted in connection with the production for any reason, provide a statement setting forth:

- (i) the name and title of the document's author(s);
- (ii) the name and title of the person(s) to whom the document was addressed;
- (iii) the name and title of the person(s) to whom copies of the document were sent;
- (iv) the dates on which the document was written or otherwise produced, and the date on which it was mailed, sent, or otherwise delivered to its addressee(s);
- (v) the number of pages;
- (vi) a brief description of the document's nature and subject matter;
- (vii) all grounds on which the document, or portion of the document, is being withheld;

(viii) the present location of the document and all copies thereof.

DOCUMENTS AND THINGS TO BE PRODUCED

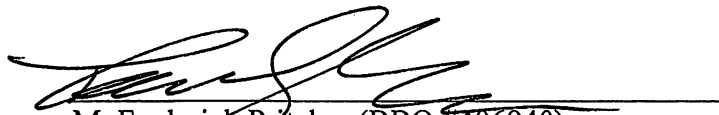
1. Any and all documents concerning any investigation of the Accident.
2. Any and all documents concerning Plaintiffs, excluding pleadings and discovery served or filed during the Lawsuit.
3. Any and all documents relating to or constituting policies and procedures for adjusting or otherwise processing personal injury and/or motor vehicle accident claims, including but not limited to, any and all claims manuals related to personal injury and/or motor vehicle accident claims.
4. Any and all documents concerning Zurich claim number 4150000661 and all related claims, including but not limited to, any and all files kept or maintained by any claims adjustors, complex directors, claims supervisors and/or claims managers who were involved in and/or have knowledge of the Accident, Plaintiffs and/or Zurich claim number 4150000661 and all related claims, excluding pleadings and discovery served or filed during the Lawsuit.
5. Any and all documents concerning Zurich policy #GLO216569505 and/or policy #MA216569205-MA and all related policies that are related to the Accident, the Plaintiffs and/or the Lawsuit, excluding pleadings and discovery served or filed during the Lawsuit.
6. Any and all correspondence concerning the Lawsuit.
7. Any and all documents provided to or received by any experts involved in the Lawsuit.
8. Any and all correspondence between you and any experts involved in the Lawsuit.
9. Any and all documents relating to or constituting correspondence with GAF concerning the Accident, the Plaintiffs and/or the Lawsuit.

10. Any and all documents relating to or constituting correspondence with Driver Logistics concerning the Accident, the Plaintiffs and/or the Lawsuit.
11. Any and all documents relating to or constituting correspondence with Penske concerning the Accident, the Plaintiffs and/or the Lawsuit.
12. Any and all documents relating to or constituting correspondence with Carlo Zalewski concerning the Accident, the Plaintiffs and/or the Lawsuit.
13. Any and all documents relating to or constituting correspondence with National Union concerning the Accident, the Plaintiffs and/or the Lawsuit.
14. Any and all documents relating to or constituting correspondence with AIGDC concerning the Accident, the Plaintiffs and/or the Lawsuit.
15. Any and all documents relating to or constituting communications or correspondence with American International Group, Inc. concerning the Accident, the Plaintiffs and/or the Lawsuit.
16. Any and all documents relating to or constituting communications or correspondence with any member company of American International Group, Inc., concerning the Accident, the Plaintiffs and/or the Lawsuit.
17. Any and all documents relating to or constituting communications or correspondence with attorneys for the Personal Injury Defendants concerning the Accident, the Plaintiffs and/or the Lawsuit. This request includes but is not limited to communications and/or correspondence between you and any attorney at: the office of Attorney Steven Leary of Springfield Massachusetts; Nixon Peabody LLP; Morrison, Mahoney & Miller; Corrigan, Johnson & Tutor; and/or Campbell, Campbell, Edwards & Conroy.

18. Any and all documents relating to or constituting communications or correspondence with EDS Settlements concerning the Accident, the Plaintiffs and/or the Lawsuit.

MARCIA RHODES, HAROLD RHODES,
INDIVIDUALLY, HAROLD RHODES,
ON BEHALF OF HIS MINOR CHILD
AND NEXT FRIEND, REBECCA RHODES,

By their attorneys,



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Fax: (617) 856-8201

DATED: April 8, 2005

CERTIFICATE OF SERVICE

Counsel for plaintiffs hereby certifies that on this day a copy of the foregoing document was served via hand delivery by process server to all parties:

AIG Domestic Claims, Inc.
f/k/a AIG Technical Services, Inc.
c/o United States Corporation Co.
84 State Street
Boston, MA 02104

National Union Fire Insurance Company
of Pittsburgh, PA
c/o Massachusetts Division of Insurance
Legal Department
One South Station
Boston, MA 02110

Zurich American Insurance Company
c/o Massachusetts Division of Insurance
Legal Department
One South Station
Boston, MA 02110

Dated: April 8, 2005



Daniel J. Brown