

Court Refuses to Order Production of Other D&O Claim Files

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In a ruling from the bench on July 8, 1999, Magistrate Judge Edward A. Bobrick rejected a motion to compel the production of all of an insurer's files and advancement agreements relating to other claims under similar D&O policies. *Bernstein v. Genesis Ins. Co.*, No. 98-CV-5446 (N.D. Ill. July 8, 1999). The case arises out of a dispute over the applicability of the Insured v. Insured exclusion to an underlying suit in which a former director and officer serves as counsel of record to the security holder plaintiffs. Concluding that the discovery demand amounted to a "fishing expedition that is marginal at best in its efforts to find something that might be relevant to the claims in this case," the Magistrate Judge reasoned that other claims "have their own particular set of facts" and would have "little application . . . to the particular facts of this case." The Magistrate Judge also observed that the insureds had proffered no evidence that the insurer had been arbitrary in its reliance on the Insured v. Insured exclusion to deny coverage for defense costs in other claims. For a copy of the ruling, please contact Daniel J. Standish at (202) 719-7130 or dstandish@wrf.com.