

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

GENE R. ROMERO, et al.	:	
	:	CIVIL ACTION
Plaintiff,	:	
	:	
v.	:	
	:	NO. 01-3894
ALLSTATE INSURANCE COMPANY,	:	
et al.,	:	
	:	
Defendants.	:	

ORDER

AND NOW, this 18th day of *January*, 2012, upon consideration of Plaintiffs’ Motion to Determine the Sufficiency of Allstate’s Answers and Objections to Plaintiffs’ Second Set of Requests for Admissions (Docket No. 268), Defendant Allstate Insurance Company’s (“Allstate”) Response (Docket No. 274), and Plaintiffs’ Reply Brief (Docket No. 277), it is hereby **ORDERED** that the Motion is **GRANTED IN PART and DENIED IN PART** as follows:

1. With respect to Request for Admissions Nos. 3, 5, 6, 11, 12, 14, 15, 20, 22, 23, 27, 28, 30, 35, 37, 38, 43, 44, 46, 47, 51, 52, 54, 55, 59, 60, 62, 63, 68, 69, 71, 72, 77, 78, 79, 81, 86, 88, 89, 94, 95, 97, 98, 103, 104, 106, 107, 112, 113, 114, 115, 120, 121, 122, 126, 134, 136, 137, 138, 139, 140, and 141, it is hereby **ORDERED** that the Motion is **GRANTED** and that within twenty (20) days from the date of this Order, Allstate shall answer these Requests for Admissions as written;¹

¹ The gist of the parties’ dispute concerns the use of the phrase “Program-related” in these various Requests. Allstate argues that this phrase is ambiguous, overbroad, and unduly burdensome. More precisely, it claims that “Program-related” documents are irrelevant at this stage of the litigation since the Court has limited discovery to information that goes to the validity of the Releases signed by the Plaintiffs.

The Court, however, finds these objections unfounded. A common sense reading of the

2. With respect to Request for Admissions Nos. 4, 13, 21, 45, 80, and 96, it is hereby **ORDERED** that the Motion is **GRANTED** and that, within twenty (20) days from the date of this Order, Allstate shall provide amended answers to these Requests for Admissions as written, with the term “Program-related” included;²
3. With respect to Request for Admissions Nos. 10, 19, 26, 34, 42, 50, 58, 67, 76, 85, 87, 93, 102, 111, and 119, these Requests shall be re-phrased so that the definition of the term “you” as used in the Requests shall be limited to individuals within Allstate’s information technology and legal departments. Allstate shall answer these amended Requests within twenty (20) days from the date of this Order.³

term “Program-related” indicates simply that it encompasses any factual information concerning Allstate’s Preparing for the Future Group Reorganization Program (“Mass Termination Program”). While Plaintiffs use broad language to define the term, such language is nothing more than typical “legalese” found in most discovery requests. The Court can discern nothing vague or ambiguous in this definition — a point underscored by Allstate’s ability to answer several Requests containing this term. (See, e.g., Decl. of Colleen M. Meehan, Oct. 6, 2011, Ex. B, Answers to Request for Admissions Nos. 29, 36, 61, 70, 105, 131, and 142.)

Moreover, the Court disagrees with Allstate’s argument that by using the term “Program-related” in the context of these Requests for Admissions, Plaintiffs have improperly broadened the scope of discovery beyond that necessary to challenge the validity of the Release. Quite to the contrary, certain information regarding the Mass Termination Program, including Allstate’s efforts to preserve that information, goes directly to several of Plaintiffs’ legal challenges to the validity of the Release. While Plaintiffs must focus discovery on proving their claim that the Releases they signed were invalid, this limitation does not cabin their ability to rely on legal theories based on information outside the four corners of the actual document, e.g., that the Releases were not knowingly and voluntarily signed due to misrepresentations Defendants made about the Mass Termination Program, that the Releases are void under the part and parcel theory, and that the Releases were signed under duress. To that extent, whether Allstate preserved such information is entirely relevant at this stage of the litigation.

² Allstate has answered these Requests, but has done so by changing the term “Program-related” to “Release-related.” Based on the reasoning set forth in the above footnote, Allstate should answer the Requests as drafted.

³ The Court agrees with Allstate that the word “you” as defined by Plaintiffs is overbroad in the context of these specific requests. Plaintiffs define “you” as referring “to Allstate Insurance Company and The Allstate Corporation, along with all members of the Board of Directors, officers, employees, agents, consultants, attorneys, or other representatives acting or purporting to act on behalf of either company.” (Meehan Decl., Ex. A.) Although these individuals are all within Allstate’s control, the Court recognizes that to properly admit or deny these Requests would require Allstate to individually contact an excessively large group of people and determine whether any of them conducted electronic searches against the electronically-stored information (“ESI”) of the various custodians.

4. With respect to Request for Admissions Nos. 53, 123, and 124, the Motion is **DENIED**.⁴

It is so **ORDERED**.

BY THE COURT:

s/ Ronald L. Buckwalter
RONALD L. BUCKWALTER, S.J.

In an attempt to bolster their argument, Plaintiffs cite to Desoto Health & Rehab, L.L.C. v. Phila. Indem. Ins. Co., No. Civ.A.09-599, 2010 WL 233026, at *1 (M.D. Fla. June 10, 2010) for the proposition that a broad definition of the word “you” is proper. That case, however, is not instructive as it dealt with a broad definition of the term “you” in the context of requests for the production of documents, which under the Federal Rules, have much more limited compliance obligations and do not involve binding admissions.

During a “meet-and-confer” session, Allstate proposed to answer these Requests to the extent the term “you” was limited to individuals within Allstate’s information technology and legal departments. The Court finds this proposal reasonable and designed to ensure that Plaintiffs receive the information they seek from this Request.

⁴ As to these Requests, Allstate indicated that “after reasonable inquiry,” they lack the information sufficient to admit or deny the Requests. This response is in compliance with Federal Rule of Civil Procedure 36(a)(4) and absent a clear showing by Plaintiffs of why this response is improper, the Court takes Defendants at their word.