

UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS

JAMES ROSENCRANZ,	)	
Plaintiff,	)	
	)	
v.	)	1:14-cv-13050-JGD
	)	
JAMES A. FREEMAN,	)	
Defendant.	)	

**LOCAL RULE 7.1 CERTIFICATION OF THE NON-PARTY,
MIIA PROPERTY AND CASUALTY GROUP, INC.**

MIIA Property and Casualty Group, Inc., a non-party, hereby certifies that its counsel attempted to confer in good faith with the Plaintiff regarding its Emergency Motion to Quash Subpoena and for a Protective Order. On or about June 3, 2015, the undersigned spoke with the Plaintiff to advise that she was awaiting confirmation from MIIA regarding what, if any, documents MIIA had in response to Plaintiff's subpoena to MIIA. At that time, the Plaintiff agreed to extend the deadline for responding to said subpoena and/or to file a motion to quash and/or a motion for protective order until June 12, 2015, in order that counsel may receive information and confirmation from MIIA with the intent that that information would be sufficient to persuade the Plaintiff to withdraw his subpoena.

On the morning of June 11, 2015, after receiving additional information from MIIA, the undersigned contacted the Plaintiff pursuant to Local Rule 7.1 to discuss the subpoena and MIIA's ongoing objections to same. The Plaintiff indicated he was unable to talk at the time this call was made and indicated he could possibly call late in the afternoon or on the morning of June 12, 2015. As the undersigned would not be available on June 12 to discuss, she requested the Plaintiff contact her later on the 11th prior to her having to leave the office at 3:30 pm for a meeting or, in the alternative, to extend the deadline for the subpoena to June 19, 2015. The

Plaintiff did not contact the undersigned by the appointed time nor indicate an agreement to a further extension and therefore, despite their best efforts, the undersigned and the Plaintiff were unable to discuss the motion to quash substantively. As the agreed upon date to produce the documents and/or file a motion to quash and/or for protective order is today, the non-party, MIIA, is filing this motion at this time.

Date: June 12, 2015

Respectfully submitted,
MIIA Property and Casualty Group, Inc.,
A non-party,
By its attorneys,

/s/ Deawn C. Takahashi

Arthur E. Maravelis (BBO#564673)
Deawn C. Takahashi (BBO#657282)
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Certificate of Service

I hereby certify that a true copy of the above document was served upon Plaintiff by forwarding same via ECF on June 12, 2015.

/s/ Deawn C. Takahashi

Deawn C. Takahashi