

IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF WISCONSIN

KATHLEEN McHUGH and DEANNA)
SCHNEIDER, individually and on behalf of all)
Persons similarly situated,)

Plaintiffs,)

v.)

MADISON-KIPP CORPORATION,)
CONTINENTAL CASUALTY COMPANY,)
COLUMBIA CASUALTY COMPANY,)
UNITED STATES FIRE INSURANCE)
COMPANY and ABC INSURANCE)
COMPANIES 1-50,)

Defendants,)

and)

MADISON-KIPP CORPORATION,)
Cross-Claimant,)

v.)

CONTINENTAL CASUALTY COMPANY,)
COLUMBIA CASUALTY COMPANY, and)
UNITED STATES FIRE INSURANCE)
COMPANY,)

Cross-Claim Defendant,)

and)

CONTINENTAL CASUALTY COMPANY, and)
COLUMBIA CASUALTY COMPANY,)
Cross-Claimants/)
Third-Party Plaintiffs,)

v.)

MADISON-KIPP CORPORATION,)
Cross-Claim Defendants,)

and)

LUMBERMENS MUTUAL CASUALTY)
COMPANY, AMERICAN MOTORISTS)

Case No.: 11-cv-724
Hon. Barbara B. Crabb, Judge

Hon. Stephen L. Crocker,
Magistrate Judge

INSURANCE COMPANY, and JOHN DOE)
INSURANCE COMPANIES 1-20,)
Third-Party Defendants.)

DECLARATION OF LEE M. SEESE

I, Lee M. Seese, declare pursuant to 28 U.S.C. § 1746 as follows:

1. I am one of the attorneys representing Madison-Kipp Corporation (“Madison-Kipp”) in this matter and make this Declaration based on personal knowledge and in support of Defendant Madison-Kipp Corporation’s Expedited Motion For Protective Order.

2. Attached hereto as **Exhibit A** is a true and correct copy of Continental Casualty Company, Columbia Casualty Company and United States Fire Insurance Company’s Notice of Rule 30(b)(6) Deposition of Madison-Kipp Corporation, dated February 14, 2013.

3. After coordinating the various schedules of counsel, the parties eventually agreed to schedule the deposition for April 8, 2013.

4. On February 26, 2013, at the request of Madison-Kipp’s counsel, the Insurance Companies and Madison-Kipp had an initial call to address Madison-Kipp’s concerns regarding the scope and content of the topics in the Notice.

5. Attached hereto as **Exhibit B** is a true and correct copy of a letter transmitting Madison-Kipp Corporation’s Objections And Responses To Notice Of Rule 30(b)(6) Depositions, dated March 15, 2013.

6. Attached hereto as **Exhibit C** is a true and correct copy of Madison-Kipp Corporation's Objections And Responses To Notice Of Rule 30(b)(6) Depositions, dated March 15, 2013 (the "Objections").

7. Attached hereto as **Exhibit D** is a true and correct copy of an email from me to counsel for the parties, dated March 22, 2013.

8. The parties' counsel met and conferred on the Objections on March 22, 2013.

9. Attached hereto as **Exhibit E** is a true and correct copy of an email from me to counsel for the parties, dated March 25, 2013.

10. Attached hereto as **Exhibit F** is a true and correct copy of an email string with emails from counsel for the Insurance Companies to me, among others, dated March 27, 2013.

11. During the meet and confer, counsel for CNA stated that she intends to ask how Madison-Kipp interprets the CNA insurance policies (under the scope of Topics 1 and 2).

12. Counsel for CNA also stated that she intends to ask questions regarding secondary evidence that Madison-Kipp may use to prove the terms of certain lost insurance policies from CNA and Kemper (under the scope of Topics 1, 2, 19, and 20).

VERIFICATION PURSUANT TO 28 U.S.C. § 1746

I declare under penalty of perjury that the foregoing is true and correct.

Executed this 28th day of March, 2013.

/s/ Lee M. Seese

Lee M. Seese

EXHIBIT A

IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF WISCONSIN

KATHLEEN McHUGH and DEANNA)
SCHNEIDER, individually and on behalf of all)
persons similarly situated,)
Plaintiffs,)

v.)

MADISON-KIPP CORPORATION,)
CONTINENTAL CASUALTY COMPANY,)
COLUMBIA CASUALTY COMPANY,)
UNITED STATES FIRE INSURANCE)
COMPANY and ABC INSURANCE)
COMPANIES 1-50,)
Defendants,)

No. 11-cv-724

Hon. Barbara B. Crabb, Judge

Hon. Stephen L. Crocker, Magistrate
Judge

—and—)

MADISON-KIPP CORPORATION,)
Cross-Claimant,)

v.)

CONTINENTAL CASUALTY COMPANY,)
COLUMBIA CASUALTY COMPANY, and)
UNITED STATES FIRE INSURANCE)
COMPANY,)
Cross-Claim Defendants,)

**CONTINENTAL CASUALTY
COMPANY, COLUMBIA CASUALTY
COMPANY AND UNITED STATES
FIRE INSURANCE COMPANY'S
NOTICE OF RULE 30(b)(6)
DEPOSITION OF MADISON-KIPP
CORPORATION**

—and—)

CONTINENTAL CASUALTY COMPANY and)
COLUMBIA CASUALTY COMPANY,)
Cross-Claimants/Third-Party Plaintiffs,)

v.)

MADISON-KIPP CORPORATION,)
Cross-Claim Defendants,)
and)

LUMBERMENS MUTUAL CASUALTY)
COMPANY, AMERICAN MOTORISTS)
INSURANCE COMPANY, and JOHN DOE)
INSURANCE COMPANIES 1-20,)
Third-Party Defendants.)

NOTICE OF RULE 30(b)(6) DEPOSITION OF MADISON-KIPP CORPORATION

PLEASE TAKE NOTICE that pursuant to Rule 30(b)(6) of the Federal Rules of Civil Procedure, Defendants Continental Casualty Company, Columbia Casualty Company and United States Fire Insurance Company will take the deposition upon oral examination of the person most knowledgeable designated by Defendant, Madison-Kipp Corporation (“Madison-Kipp”), to testify on its behalf as to the matters on which examination is requested as set forth below. The deposition will take place on March 1, 2013, starting at 9:30 a.m., at the offices of Brennan Steil S.C., located at 1 E. Milwaukee St., Janesville, WI 53545. Alternatively, the deposition may be conducted at a mutually convenient location to be determined by subsequent agreement of the parties. The deposition shall be taken before a deposition officer authorized to administer oaths, and may be recorded by stenographic means.

DEFINITIONS

1. “American Motorists Insurance Company” means American Motorists Insurance Company, acting through any of its predecessors, successors, affiliates, officers, directors, employees, agents, attorneys, or any other person purporting to act on their behalf.
2. “And” and “or” shall be defined to include both “and” and “or” and shall always be read to require the more inclusive answer.
3. “Any” means “all” and vice versa.
4. “Columbia Casualty Company” means Columbia Casualty Company, acting through any of its predecessors, successors, affiliates, officers, directors, employees, agents, attorneys, or any other person purporting to act on their behalf.
5. “Communication” means the transmittal of information in any manner (in the form of facts, assessments, ideas, inquiries, or otherwise).

6. “Concerning,” “discussing,” “relate,” “relating to” or “regarding” mean consisting of, referring to, reflecting, concerning or having logical or factual connection with the matter discussed.
7. “Continental Casualty Company” means Continental Casualty Company, acting through any of its predecessors, successors, affiliates, officers, directors, employees, agents, attorneys, or any other person purporting to act on their behalf.
8. “Environment” or “Environmental” means any surface water, groundwater, drinking water supply, land surface or strata, soil, or ambient air.
9. “Environmental Contamination” means any Release of any Volatile Organic Compound, PAHs, PCB, smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into the Environment.
10. “Identify” and “identity of” shall include the requested person’s full name, employer, title and/or position, dates of employment if known, work address, and current home address or current location if known.
11. “Lumbermens Mutual Casualty Company” means Lumbermens Mutual Casualty Company, acting through any of its predecessors, successors, affiliates, officers, directors, employees, agents, attorneys, or any other person purporting to act on their behalf.
12. “Madison-Kipp” means Madison-Kipp Corporation, acting through any of its predecessors, successors, affiliates, officers, directors, employees, agents, attorneys, or any other person purporting to act on their behalf.
13. “Madison-Kipp Facility” means the Madison-Kipp manufacturing facility located at 201 Waubesa Street, Madison, Wisconsin.
14. “PAH” or “PAHs” means polynuclear aromatic hydrocarbons.

15. "PCB" or "PCBs" means polychlorinated biphenyls.

16. "Person" or "Persons" means both natural Persons and entities (whether or not the entity is organized for profit) including, but not limited to, corporations, general and limited partnerships, limited liability companies, joint ventures, sole proprietorships, unincorporated or voluntary associations, trusts, estates, and any public or governmental entities, agencies, departments, bureaus and boards.

17. "Relating to" or "regarding" a certain subject means constituting, referring to, discussing, analyzing, comprising, embodying, recording, evidencing, or containing any information pertaining to the subject matter addressed in the request.

18. "Release" or "Released" means any spilling, leaking, pumping, pouring, emitting, emptying, discharging, disbursing, injecting, escaping, leaching, dumping, or disposing into the Environment regardless of whether such a release is intentional, sudden or accidental.

19. "United States Fire Insurance Company" means United States Fire Insurance Company, acting through any of its predecessors, successors, affiliates, officers, directors, employees, agents, attorneys, or any other person purporting to act on their behalf.

20. "Volatile Organic Compounds" or "VOCs" means compounds allegedly used by Madison-Kipp, including but not limited to Trichichloroethylene ("TCE") and Tetrachlorethylene ("PCE").

21. "You" or "Your" means Madison-Kipp, as well as Your attorneys, accountants, agents, assigns, and any other individual acting or purporting to act on Your behalf.

MATTERS OF EXAMINATION

1. Terms and conditions of any policies you claim that Continental Casualty Company issued to Madison-Kipp.

2. Terms and conditions of any policies you claim that Columbia Casualty Company issued to Madison-Kipp.

3. All notices or tenders to Continental Casualty Company or Columbia Casualty Company of any Environmental Contamination claims relating to or arising out of the Madison-Kipp Facility.

4. The factual basis for Madison-Kipp's claim, if any, that Continental Casualty Company and Columbia Casualty Company did not suffer any prejudice due to Madison-Kipp's alleged failure to give timely notice of a claim relating to Environmental Contamination at or arising out of the Madison-Kipp Facility.

5. All costs (both defense and indemnity) that Madison-Kipp has incurred related to Environmental Contamination at or arising out of the Madison-Kipp Facility for which Madison-Kipp has not been paid or reimbursed by any Person. This includes, but is not limited to, the dates such costs were incurred and the amount of the costs incurred.

6. All actions that Madison-Kipp undertook prior to July 25, 2011 relating to any Environmental Contamination at or arising out of the Madison-Kipp Facility.

7. All Communications Madison-Kipp had with anyone at Continental Casualty Company relating to Environmental Contamination at or arising out of the Madison-Kipp Facility prior to July 25, 2011.

8. All Communications Madison-Kipp had with anyone at Columbia Casualty Company relating to Environmental Contamination at or arising out of the Madison-Kipp Facility prior to July 25, 2011.

9. Terms and conditions of any policies you claim that United States Fire Insurance Company issued to Madison-Kipp.

10. All notices or tenders to United States Fire Insurance Company of any Environmental Contamination claims relating to or arising out of the Madison-Kipp Facility.
11. The factual basis for Madison-Kipp's claim, if any, that United States Fire Insurance Company did not suffer any prejudice due to Madison-Kipp's alleged failure to give timely notice of a claim relating to Environmental Contamination at or arising out of the Madison-Kipp Facility.
12. All Communications Madison-Kipp had with United States Fire Insurance Company relating to Environmental Contamination at or arising out of the Madison-Kipp Facility prior to July 25, 2011.
13. All invoices or bills relating to Environmental Contamination or the defense of Madison-Kipp from claims brought by the Wisconsin Department of Natural Resources tendered to Continental Casualty Company prior to July 25, 2011.
14. Any actions that Madison-Kipp presently contends evidence any bad faith by Continental Casualty Company or Columbia Casualty Company.
15. All Communications concerning whether to provide notice of Environmental Contamination at the Madison-Kipp Facility to any insurer.
16. All Communications concerning when to provide notice of Environmental Contamination at the Madison-Kipp Facility to any insurer and why notice was provided at such time.
17. The Identity of each Person who provided notice of Environmental Contamination at the Madison-Kipp Facility to any insurer.
18. The Identity of each Person responsible for the decision to provide notice of Environmental Contamination at the Madison-Kipp Facility to any insurer.

19. Terms and conditions of any general liability policies (primary, umbrella or excess) issued to Madison-Kipp by American Motorists Insurance Company.
20. Terms and conditions of any general liability policies (primary, umbrella or excess) issued to Madison-Kipp by Lumbermens Mutual Casualty Company.
21. All Communications between Madison-Kipp and American Motorists Insurance Company concerning the Environmental Contamination at the Madison-Kipp Facility.
22. All Communications between Madison-Kipp and Lumbermens Mutual Casualty Company concerning the Environmental Contamination at the Madison-Kipp Facility.
23. All claims for general liability coverage Madison-Kipp has ever made under any policy issued by American Motorists Insurance Company or Lumbermens Mutual Casualty Company.
24. All policies (including, but not limited to, those issued to Madison-Kipp on or after January 1, 1986) which Madison-Kipp claims provides coverage for any cost or expense incurred by Madison-Kipp relating to the Environmental Contamination at or arising from the Madison-Kipp Facility and the basis for Madison-Kipp's contention that such policies provide coverage.
25. Terms and conditions of all policies issued to Madison-Kipp on or after January 1, 1987 which Madison-Kipp claims provide coverage for any cost or expense incurred by Madison-Kipp relating to the Environmental Contamination at or arising from the Madison-Kipp Facility.
26. All claims for general liability coverage Madison-Kipp made or had pending against Continental Casualty Company between 2002 and 2004.

27. All claims for general liability coverage Madison-Kipp made or had pending against United States Fire Insurance Company between 2002 and 2004.

The list of matters of examination identified herein is not intended to be exhaustive, and Continental Casualty Company, Columbia Casualty Company and United States Fire Insurance Company reserve their respective rights to notice further depositions of Madison-Kipp and others pursuant to Rule 30(b)(6) of the Federal Rules of Civil Procedure and otherwise.

Dated: February 14, 2013

Respectfully Submitted,

By:


An Attorney for Continental Casualty
Co. and Columbia Casualty Co.

Duffy Dillon
BRENNAN STEIL S.C.
1 E. Milwaukee St.
Janesville, WI 53545
(608) 743-2940 (phone)
(608) 756-9000 (facsimile)

Rebecca L. Ross (*admitted pro hac vice*)
Christopher H. White (*admitted pro hac vice*)
Troutman Sanders LLP
55 West Monroe Street, Suite 3000
Chicago, Illinois 60603
(312) 759-1920 (phone)
(312) 759-1939 (facsimile)

Respectfully Submitted,

By:


An Attorney for United States Fire
Insurance Company

Michael J. Cohen
Jennifer A.B. Kreil
Meissner Tierney Fisher & Nichols S.C.
111 East Kilbourn Avenue, Suite 1900
Milwaukee, Wisconsin 53202
(414) 273-1300 (phone)
(414) 273-5840 (facsimile)

CERTIFICATE OF SERVICE

I, the undersigned attorney, certify that on this 14th day of February, 2013, I caused a true and correct copy of the above Notice of 30(b)(6) Deposition of the Madison-Kipp Corporation to be served on the following counsel by electronic mail and by depositing same in the United States Mail, first-class postage prepaid:

Richard J. Lewandowski
Whyte Hirschboeck Dudek, S.C.
33 East Main Street
Suite 300
Madison, WI 53701-1379
Email: rlewandowski@whdlaw.com

Shawn M. Collins
Edward Manzke
THE COLLINS LAW FIRM, PC
1770 Park Street, Suite 200
Naperville, IL 60563
Email: smc@collinslaw.com
Email: emanzke@collinslaw.com

Norman B. Berger
Michael Damon Hayes
VARGA BERGER LEDSKY HAYES &
CASEY
125 South Wacker Drive, Suite 350
Chicago, IL 60606
Email: nberger@vblhc.com
Email: mhayes@vblhc.com

Attorneys for Plaintiffs

Michael J. Cohen
Jennifer A. B. Kreil
MEISSNER TIERNEY FISHER &
NICHOLS SC
111 E. Kilbourn Ave., Suite 1900
Milwaukee, WI 53202-6679
Email: mjc@mtfn.com
Email: jbk@mtfn.com

**Attorneys for United States Fire
Insurance Company**

John A. Busch
Lee M. Seese
MICHAEL BEST & FRIEDRICH, LLP
100 East Wisconsin Avenue, Suite 3300
Milwaukee, WI 53202
Email: jabusch@michaelbest.com
Email: lmseese@michaelbest.com

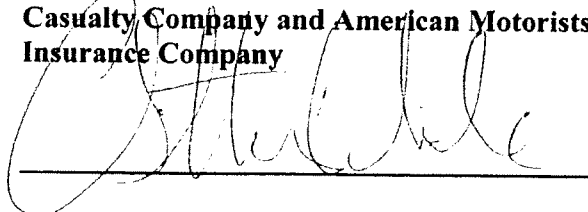
John C. Scheller
Albert Bianchi, Jr.
Leah H. Ziemba
MICHAEL BEST & FRIEDRICH LLP
One South Pinckney Street, Suite 700
Madison, WI 53703
Email: jcscheller@michaelbest.com
Email: abianchi@michaelbest.com
Email: lhziemba@michaelbest.com

Attorneys for Madison-Kipp Corporation

Jacques C. Condon
Nistler Law Office, S.C.
3235 North 124th Street
Brookfield, WI 53005
Email: jcondon@Nisterlaw.com

Monte E. Weiss
WEISS LAW OFFICE, S.C.
1017 W. Glen Oaks Lane, Suite 207
Mequon, WI 53092
Email: monte.weiss@weisslaw.net

**Attorneys for Lumbermens Mutual
Casualty Company and American Motorists
Insurance Company**



A handwritten signature in black ink, appearing to read 'Monte E. Weiss', is written over a horizontal line. The signature is cursive and somewhat stylized.

EXHIBIT B



Michael Best & Friedrich LLP
Attorneys at Law
Two Riverwood Place
N19 W24133 Riverwood Drive
Suite 200
Waukesha, WI 53188-1174
Phone 262.956.6560
Fax 262.956.6565

Lee M. Seese
Direct 414.223.2502
Email lmseese@michaelbest.com

March 15, 2013

VIA E-MAIL

Duffy Dillon
Brennan Steil S.C.
One East Milwaukee Street
Janesville, WI 53545

Michael J. Cohen
Jennifer A. B. Kreil
Meissner Tierney Fisher & Nichols S.C.
111 E Kilbourn Ave, Ste. 1900
Milwaukee, WI 53202-6679

Rebecca L. Ross
Christopher White
Troutman Sanders LLP
55 West Monroe Street, Suite 3000
Chicago, IL 60603-5758

Re: McHugh, et al. v. Madison Kipp Corp., et al.; Case No. 11-cv-724-bbc

Dear Counsel:

Enclosed please Madison-Kipp Corporation's Objections And Response To Notice Of Rule 30(b)(6) Deposition. Pursuant to our discussions, the parties have agreed on the following:

1. The deposition will be held on April 8, 2013, beginning at 9:00 a.m. at our Milwaukee office;
2. The scope of Topic 5 is limited to costs incurred prior to July 25, 2011; and
3. Madison-Kipp will provide a response to Topic 6 in the form of a response to a written interrogatory.

As you can see based on the enclosed objections, Madison-Kipp is objecting to the scope of many of the topics, and is refusing to provide a witness on certain topics. We want to resolve these issues with you immediately and request a meet and confer no later than Wednesday, March 21, 2013, to address these objections. If we are not able to resolve our objections, Madison-Kipp intends to move the Court for a protective order, consistent with the enclosed objections.



Duffy Dillon, Esq.
Rebecca L. Ross, Esq.
Christopher White, Esq.
Michael J. Cohen, Esq.
Jennifer A. B. Kreil, Esq.
March 15, 2013
Page 2

Please let me know when you are available to meet and confer as to these issues. If you have any questions, please do not hesitate to contact me.

Very truly yours,

MICHAEL BEST & FRIEDRICH LLP

Lee M. Seese

Enclosure

cc: Service List



SERVICE LIST

THE COLLINS LAW FIRM, PC
Shawn M. Collins
Edward J. Manzke
The Collins Law Firm, PC
1770 North Park Street, Suite 700
Naperville, IL 60563
smc@collinslaw.com
ejmanzke@collinslaw.com

Attorneys for Plaintiffs

WHYTE HIRSCHBOECK DUDEK S.C.
Richard J. Lewandowski
33 East Main Street, Suite 300
P.O. Box 1379
Madison, WI 53701-1379
rlewandowski@whdlaw.com

Attorneys for Plaintiffs

NISTLER LAW OFFICE, S.C.
Jacques C. Condon
Nistler Law Office, S.C.
3235 N. 124th St.
Brookfield, WI 53005
jcondon@nistlerlaw.com

Attorneys for American Motorists Insurance Co.

TROUTMAN SANDERS LLP
Rebecca L. Ross
Christopher White
Troutman Sanders LLP
55 West Monroe Street
Suite 3000
Chicago, IL 60603-5758
becky.ross@troutmansanders.com
christopher.white@troutmansanders.com

Attorneys for Defendant Continental Casualty Company

063628-0090\12656723.1

VARGA BERGER LEDSKY HAYES & CASEY
Norman B. Berger
Michael D. Hayes
Varga Berger Ledsky Hayes & Casey
125 South Wacker Drive, Suite 2150
Chicago IL 60606
nberger@vblhc.com
mhayes@vblhc.com

Attorneys for Plaintiffs

BRENNAN STEIL S.C.
Duffy Dillon
One East Milwaukee Street
Janesville, WI 53545
ddillon@brennansteil.com

Attorneys for Defendant Columbia Casualty Company

WEISS LAW OFFICE SC
Monte E. Weiss
Weiss Law Office SC
1017 W Glen Oaks Lane, Ste 207
Mequon, WI 53092
monte.weiss@mweisslaw.net

Attorneys for Lumbermens Mutual Casualty Company

MEISSNER TIERNEY FISHER & NICHOLS S.C.
Michael J. Cohen
Jennifer A. B. Kreil
Meissner Tierney Fisher & Nichols S.C.
111 E Kilbourn Ave, Ste. 1900
Milwaukee, WI 53202-6679
mjc@mtfn.com
jbc@mtfn.com

Attorneys for Defendants United States Fire Insurance Company

EXHIBIT C

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WISCONSIN

KATHLEEN McHUGH and
DEANNA SCHNEIDER, Individually
and on behalf of all persons similarly
situated ,

Plaintiffs,

v.

MADISON-KIPP CORPORATION,
CONTINENTAL CASUALTY COMPANY,
COLUMBIA CASUALTY COMPANY,
UNITED STATES FIRE INSURANCE
COMPANY and ABC INSURANCE
COMPANIES 1 - 50,

Defendants,

--and--

MADISON-KIPP CORPORATION,

Cross-
Claimant,

v.

Case No. 11-cv-724-bbc

CONTINENTAL CASUALTY COMPANY,
COLUMBIA CASUALTY COMPANY and
UNITED STATES FIRE INSURANCE
COMPANY,

Cross-Claim Defendants,

--and--

CONTINENTAL CASUALTY COMPANY and
COLUMBIA CASUALTY COMPANY,

Cross-Claimants/Third-Party Plaintiffs,

v.

MADISON-KIPP CORPORATION,

Cross-Claim Defendant,

and

LUUMBERMENS MUTUAL CASUALTY
COMPANY, AMERICAN MORTORISTS
INSURANCE COMPANY, and JOHN DOE
INSURANCE COMPANIES 1-20,

Third-Party Defendants.

**MADISON-KIPP CORPORATION'S OBJECTIONS AND
RESPONSE TO NOTICE OF RULE 30(b)(6) DEPOSITION**

Pursuant to Federal Rules of Civil Procedure 26 and 30, Defendant Madison-Kipp Corporation ("Madison-Kipp"), by its attorneys, Michael Best & Friedrich LLP, hereby submits its Objections and Response to Continental Casualty Company, Columbia Casualty Company, and United States Fire Insurance Company's (collectively, the "Insurance Companies") Notice of Rule 30(b)(6) Deposition of Madison-Kipp Corporation, dated February 14, 2013 (the "Notice"). Madison-Kipp reserves all objections and does not waive any objection.

GENERAL OBJECTIONS

1. Madison-Kipp objects to each of the Topics in the Notice to the extent they seek any information protected from disclosure by any applicable privilege or doctrine, including without limitation the attorney-client privilege, the work product doctrine and/or information pertaining to Madison-Kipp's counsel's mental impressions and/or trial preparation materials, and any jointly shared privilege. Madison-Kipp hereby

asserts all such applicable privileges. Madison-Kipp objects to identifying information or documents protected by the work product doctrine. Nothing contained in any of these responses or contained in any testimony given at any subsequent deposition is intended to be, or in any way constitutes, a waiver of any applicable privilege or protection.

2. Madison-Kipp objects to each of the Topics in the Notice to the extent they fail to comply with: (1) the standard set forth in Rule 30(b)(6) to state the Topics with reasonable particularity; and/or (2) the Rules to the extent they impose a burden greater than or different from that imposed by the Federal Rules of Civil Procedure or any other applicable Rule, Order, agreement, or stipulation of the parties.

3. Madison-Kipp objects to each of the Topics in the Notice to the extent they seek expert opinions and/or legal conclusions.

4. Madison-Kipp objects to each Topic to the extent that it seeks expert information pursuant to Fed. R. Civ. P. 26(b)(4)(A). The Insurance Companies' deposition under Rule 30(b)(6) is a fact deposition. Any experts on insurance issues will be identified in accordance with the Court's Scheduling Order, and their depositions are to be taken separately.

5. Madison-Kipp objects to each of the Topics in the Notice to the extent they seek information duplicative of other discovery taken in this case and/or to the extent the discovery is more easily available through a less burdensome means.

6. Madison-Kipp objects to each of the Topics in the Notice to the extent they seek information: (1) outside of Madison-Kipp's possession, custody, or control; or (2) that does not exist.

7. Madison-Kipp objects to each of the Topics in the Notice to the extent they might be interpreted as requiring Madison-Kipp to concede the relevance, materiality, and/or admissibility of the subject matter addressed in the Topics.

8. Madison-Kipp objects to the definitions of "Environment," "Environmental Contamination," and "Release" or "Released" (Definition Nos. 8, 9, and 18) on the basis that these definitions are overly broad and include terms that are not relevant or otherwise calculated to lead to the discovery of admissible evidence.

9. Madison-Kipp objects to the date of the deposition specified in the Notice. Madison-Kipp will make available its designated witness to testify at a date mutually agreed to by the parties.

10. Madison-Kipp objects to the Insurance Companies' statement that the "list of matters identified herein is not intended to be exhaustive" and their purported reservation of rights to "notice further depositions of Madison-Kipp and others pursuant to Rule 30(b)(6) of the Federal Rules of Civil Procedure and otherwise." Despite this statement, the Topics identified in the Notice are in fact exhaustive as the Insurance Companies are entitled to only one deposition of Madison-Kipp under Rule 30(b)(6) and there is no right to notice any additional depositions of Madison-Kipp under Rule 30(b)(6).

SPECIFIC OBJECTIONS

TOPIC NO. 1: Terms and conditions of any policy you claim that Continental Casualty Company issued to Madison-Kipp.

OBJECTIONS TO TOPIC NO. 1:

In addition to the General Objections above, Madison-Kipp objects to this Topic on the grounds that it is vague and overbroad and fails to describe with reasonable particularity the matters for examination. Madison-Kipp further objects to this Topic because it is unduly burdensome for Madison-Kipp to prepare a witness to testify as to each and every "term" and each and every "condition" of each and every policy that Continental Casualty Company issued to Madison-Kipp. Madison-Kipp objects to this Topic to the extent that it seeks expert opinions and/or legal conclusions, or the opinions, mental impressions, conclusions or legal theories of Madison-Kipp or its representatives. Further, Madison-Kipp objects to this Topic to the extent it seeks testimony concerning information or documents that are protected by the attorney-client privilege, the work-product doctrine, and/or other applicable privileges or protections. Madison-Kipp objects to having its attorneys prepare a witness to testify as to information known only by or originated only from Madison-Kipp's attorneys.

Subject to the Specific and General Objections above, Madison-Kipp directs the Insurers to the policies themselves to determine the terms and conditions of the policies that Madison-Kipp claims that Continental Casualty Company issued to Madison-Kipp. To the extent Madison-Kipp has been unable to locate certain of the policies issued to it

by Continental Casualty Company, the terms and conditions of these policies will be the subject of expert testimony.

TOPIC NO. 2: Terms and conditions of any policy you claim that Columbia Casualty Company issued to Madison-Kipp.

OBJECTIONS TO TOPIC NO. 2:

In addition to the General Objections above, Madison-Kipp objects to this Topic on the grounds that it is vague and overbroad and fails to describe with reasonable particularity the matters for examination. Madison-Kipp further objects to this Topic because it is unduly burdensome for Madison-Kipp to prepare a witness to testify as to each and every "term" and each and every "condition" of each and every policy that Columbia Casualty Company issued to Madison-Kipp. Madison-Kipp objects to this Topic to the extent that it seeks expert opinions and/or legal conclusions, or the opinions, mental impressions, conclusions or legal theories of Madison-Kipp or its representatives. Further, Madison-Kipp objects to this Topic to the extent it seeks testimony concerning information or documents that are protected by the attorney-client privilege, the work-product doctrine, and/or other applicable privileges or protections. Madison-Kipp objects to having its attorneys prepare a witness to testify as to information known only by or originated only from Madison-Kipp's attorneys.

Subject to the Specific and General Objections above, Madison-Kipp directs the Insurers to the policies themselves, which are the subject of a stipulation between Madison-Kipp and Columbia, Dkt. # 150, to determine the terms and conditions of the policies that Madison-Kipp claims that Columbia Casualty Company issued to

Madison-Kipp. To the extent Madison-Kipp has been unable to locate certain of the policies issued to it by Continental Casualty Company, the terms and conditions of these policies will be the subject of expert testimony.

TOPIC NO. 3: All notices or tenders to Continental Casualty Company or Columbia Casualty Company of any Environmental Contamination claims relating to or arising out of the Madison-Kipp Facility.

OBJECTIONS TO TOPIC NO. 3:

In addition to the General Objections above, Madison-Kipp objects to this Topic to the extent that it seeks expert opinions and/or legal conclusions, or the opinions, mental impressions, conclusions or legal theories of Madison-Kipp or its representatives. Further, Madison-Kipp objects to this Topic to the extent it seeks testimony concerning information or documents that are protected by the attorney-client privilege, the work-product doctrine, and/or other applicable privileges or protections. Madison-Kipp objects to having its attorneys prepare a witness to testify as to information known only by or originated only from Madison-Kipp's attorneys. Madison-Kipp objects to this Topic as overly broad, unduly burdensome and irrelevant to the extent it seeks testimony regarding Environmental Contamination other than that which is the subject of this lawsuit. Madison-Kipp will limit its response accordingly.

Subject to the Specific and General Objections above, Madison-Kipp will designate a witness under Rule 30(b)(6) to testify about non-privileged information currently known or reasonably available to Madison-Kipp with respect to this Topic.

TOPIC NO. 4: The factual basis for Madison-Kipp's claim, if any, that Continental Casualty Company and Columbia Casualty

Company did not suffer any prejudice due to Madison-Kipp's alleged failure to give timely notice of a claim relating to Environmental Contamination at or arising out of the Madison-Kipp facility.

OBJECTIONS TO TOPIC NO. 4:

In addition to the General Objections above, Madison-Kipp objects to this Topic to the extent that it seeks expert opinions and/or legal conclusions, or the opinions, mental impressions, conclusions or legal theories of Madison-Kipp or its representatives. Further, Madison-Kipp objects to this Topic to the extent it seeks testimony concerning information or documents that are protected by the attorney-client privilege, the work-product doctrine, and/or other applicable privileges or protections. Madison-Kipp objects to having its attorneys prepare a witness to testify as to information known only by or originated only from Madison-Kipp's attorneys. This is a contention interrogatory improperly set forth as a Topic for a Rule 30(b)(6) deposition. Madison-Kipp objects to this Topic as overly broad, unduly burdensome and irrelevant to the extent it seeks testimony regarding Environmental Contamination other than that which is the subject of this lawsuit. Madison-Kipp will limit its response accordingly.

Subject to the Specific and General Objections above, Madison-Kipp will designate a witness under Rule 30(b)(6) to testify about non-privileged information currently known or reasonably available to Madison-Kipp with respect to this Topic.

TOPIC NO. 5: All costs (both defense and indemnity) that Madison-Kipp has incurred related to Environmental Contamination at or arising out of the Madison-Kipp Facility for which Madison-Kipp has not been paid or reimbursed by any Person. This includes, but

is not limited to, the dates such costs were incurred and the amount of the costs incurred.

OBJECTIONS TO TOPIC NO. 5:

Madison-Kipp objects to this Topic to the extent it seeks testimony regarding confidential agreements between Madison-Kipp and its Insurers. Madison-Kipp objects to this Topic as overly broad, unduly burdensome and irrelevant to the extent it seeks testimony regarding Environmental Contamination other than that which is the subject of this lawsuit. Madison-Kipp will limit its response accordingly. Further, based upon discussions with counsel for Continental, Columbia and U.S. Fire, Madison-Kipp will limit its response to this Topic to costs incurred prior to July 25, 2011. Subject to the General and Specific Objections above, Madison-Kipp will designate a witness under Rule 30(b)(6) to testify about non-privileged information currently known or reasonably available to Madison-Kipp with respect to this Topic.

TOPIC NO. 6: All actions that Madison-Kipp undertook prior to July 25, 2011 relating to any Environmental Contamination at or arising out of the Madison-Kipp Facility.

OBJECTIONS TO TOPIC NO. 6:

In addition to the General Objections above, Madison-Kipp objects to this Topic on the grounds that it is vague and overbroad and fails to describe with reasonable particularity the matters for examination. Madison-Kipp further objects to this Topic because it is unduly burdensome for Madison-Kipp to prepare a witness to testify as to each and every "action" taken by Madison-Kipp (which includes all of its officers, directors, employees, agents, and anybody else acting on behalf of Madison-Kipp) for

over a century. Madison-Kipp further objects to this Topic because use of the term “action”, as presented in this Topic, is ambiguous. Madison-Kipp objects to this Topic as overly broad, unduly burdensome and irrelevant to the extent it seeks testimony regarding Environmental Contamination other than that which is the subject of this lawsuit. Madison-Kipp will limit its response accordingly. Madison-Kipp objects to this Topic to the extent that it seeks expert opinions and/or legal conclusions, or the opinions, mental impressions, conclusions or legal theories of Madison-Kipp or its representatives. Further, Madison-Kipp objects to this Topic to the extent it seeks testimony concerning information or documents that are protected by the attorney-client privilege, the work-product doctrine, and/or other applicable privileges or protections. Madison-Kipp objects to having its attorneys prepare a witness to testify as to information known only by or originated only from Madison-Kipp’s attorneys. This is a contention interrogatory improperly set forth as a Topic for a Rule 30(b)(6) deposition. Subject to the Specific and General Objections above, Madison-Kipp will provide a response to this Topic in the form of a response to a written interrogatory.

TOPIC NO. 7: All Communications Madison-Kipp had with anyone at Continental Casualty Company relating to Environmental Contamination at or arising out of the Madison-Kipp Facility prior to July 25, 2011.

OBJECTIONS TO TOPIC NO. 7:

Madison-Kipp objects to this Topic as overly broad, unduly burdensome and irrelevant to the extent it seeks testimony regarding Environmental Contamination other than that which is the subject of this lawsuit. Madison-Kipp will limit its response

accordingly. Subject to the General and Specific Objections above, Madison-Kipp will designate a witness under Rule 30(b)(6) to testify about non-privileged information currently known or reasonably available to Madison-Kipp with respect to this Topic.

TOPIC NO. 8: All Communications Madison-Kipp had with anyone at Columbia Casualty Company relating to Environmental Contamination at or arising out of the Madison-Kipp Facility prior to July 25, 2011.

OBJECTIONS TO TOPIC NO. 8:

Madison-Kipp objects to this Topic as overly broad, unduly burdensome and irrelevant to the extent it seeks testimony regarding Environmental Contamination other than that which is the subject of this lawsuit. Madison-Kipp will limit its response accordingly. Subject to the General and Specific Objections above, Madison-Kipp will designate a witness under Rule 30(b)(6) to testify about non-privileged information currently known or reasonably available to Madison-Kipp with respect to this Topic.

TOPIC NO. 9: Terms and conditions of any policies you claim that United States Fire Insurance Company issued to Madison-Kipp.

OBJECTIONS TO TOPIC NO. 9:

In addition to the General Objections above, Madison-Kipp objects to this Topic on the grounds that it is vague and overbroad and fails to describe with reasonable particularity the matters for examination. Madison-Kipp further objects to this Topic because it is unduly burdensome for Madison-Kipp to prepare a witness to testify as to each and every "term" and each and every "condition" of each and every policy that United States Fire Insurance Company issued to Madison-Kipp. Madison-Kipp objects to this Topic to the extent that it seeks expert opinions and/or legal conclusions, or the

opinions, mental impressions, conclusions or legal theories of Madison-Kipp or its representatives. Further, Madison-Kipp objects to this Topic to the extent it seeks testimony concerning information or documents that are protected by the attorney-client privilege, the work-product doctrine, and/or other applicable privileges or protections. Madison-Kipp objects to having its attorneys prepare a witness to testify as to information known only by or originated only from Madison-Kipp's attorneys.

Subject to the Specific and General Objections above, Madison-Kipp directs the Insurers to the policies themselves to determine the terms and conditions of the policies that Madison-Kipp claims that United States Fire Insurance Company issued to Madison-Kipp. To the extent Madison-Kipp has been unable to locate certain of the policies to it by United States Fire Insurance Company, the terms and conditions of those policies will be the subject of expert testimony.

TOPIC NO. 10: All notices or tenders to United States Fire Insurance Company of any Environmental Contamination claims relating to or arising out of the Madison-Kipp Facility.

OBJECTIONS TO TOPIC NO. 10:

In addition to the General Objections above, Madison-Kipp objects to this Topic to the extent that it seeks expert opinions and/or legal conclusions, or the opinions, mental impressions, conclusions or legal theories of Madison-Kipp or its representatives. Further, Madison-Kipp objects to this Topic to the extent it seeks testimony concerning information or documents that are protected by the attorney-client privilege, the work-product doctrine, and/or other applicable privileges or protections. Madison-Kipp objects to having its attorneys prepare a witness to testify as

to information known only by or originated only from Madison-Kipp's attorneys. Madison-Kipp objects to this Topic as overly broad, unduly burdensome and irrelevant to the extent it seeks testimony regarding Environmental Contamination other than that which is the subject of this lawsuit. Madison-Kipp will limit its response accordingly.

Subject to the Specific and General Objections above, Madison-Kipp will designate a witness under Rule 30(b)(6) to testify about non-privileged information currently known or reasonably available to Madison-Kipp with respect to this Topic.

TOPIC NO. 11: The factual basis for Madison-Kipp's claim, if any, that United States Fire Insurance Company did not suffer any prejudice due to Madison-Kipp's alleged failure to give timely notice of a claim relating to Environmental Contamination at or arising out of the Madison-Kipp facility.

OBJECTIONS TO TOPIC NO. 11:

In addition to the General Objections above, Madison-Kipp objects to this Topic to the extent that it seeks expert opinions and/or legal conclusions, or the opinions, mental impressions, conclusions or legal theories of Madison-Kipp or its representatives. Further, Madison-Kipp objects to this Topic to the extent it seeks testimony concerning information or documents that are protected by the attorney-client privilege, the work-product doctrine, and/or other applicable privileges or protections. Madison-Kipp objects to having its attorneys prepare a witness to testify as to information known only by or originated only from Madison-Kipp's attorneys. Madison-Kipp objects to this Topic as overly broad, unduly burdensome and irrelevant to the extent it seeks testimony regarding Environmental Contamination other than that which is the subject of this lawsuit. Madison-Kipp will limit its response accordingly.

This is a contention interrogatory improperly set forth as a Topic for a Rule 30(b)(6) deposition.

Subject to the Specific and General Objections above, Madison-Kipp will designate a witness under Rule 30(b)(6) to testify about non-privileged information currently known or reasonably available to Madison-Kipp with respect to this Topic.

TOPIC NO. 12: All Communications Madison-Kipp had with United States Fire Insurance Company relating to Environmental Contamination at or arising out of the Madison-Kipp Facility prior to July 25, 2011.

OBJECTIONS TO TOPIC NO. 12:

Madison-Kipp objects to this Topic as overly broad, unduly burdensome and irrelevant to the extent it seeks testimony regarding Environmental Contamination other than that which is the subject of this lawsuit. Madison-Kipp will limit its response accordingly. Subject to the General and Specific Objections above, Madison-Kipp will designate a witness under Rule 30(b)(6) to testify about non-privileged information currently known or reasonably available to Madison-Kipp with respect to this Topic.

TOPIC NO. 13: All invoices or bills relating to Environmental Contamination or the defense of Madison-Kipp from claims brought by the Wisconsin Department of Natural Resources tendered to Continental Casualty Company prior to July 25, 2011.

OBJECTIONS TO TOPIC NO. 13:

Madison-Kipp objects to this Topic as overly broad, unduly burdensome and irrelevant to the extent it seeks testimony regarding Environmental Contamination other than that which is the subject of this lawsuit. Madison-Kipp will limit its response accordingly. Subject to the General Objections above, Madison-Kipp will designate a

witness under Rule 30(b)(6) to testify about non-privileged information currently known or reasonably available to Madison-Kipp with respect to this Topic.

TOPIC NO. 14: Any actions that Madison-Kipp presently contends evidence any bad faith by Continental Casualty Company or Columbia Casualty Company.

OBJECTIONS TO TOPIC NO. 14:

In addition to the General Objections above, Madison-Kipp objects to this Topic on the grounds that it is vague and overbroad and fails to describe with reasonable particularity the matters for examination. Madison-Kipp further objects to this Topic because it is unduly burdensome for Madison-Kipp to marshal all facts relating to this Topic and prepare a witness to testify as to these facts, especially considering the fact that discovery has yet to close. Madison-Kipp objects to this Topic to the extent that it seeks expert opinions and/or legal conclusions, or the opinions, mental impressions, conclusions or legal theories of Madison-Kipp or its representatives. Further, Madison-Kipp objects to this Topic to the extent it seeks testimony concerning information or documents that are protected by the attorney-client privilege, the work-product doctrine, and/or other applicable privileges or protections. Madison-Kipp objects to having its attorneys prepare a witness to testify as to information known only by or originated only from Madison-Kipp's attorneys. This is a contention interrogatory improperly set forth as a Topic for a Rule 30(b)(6) deposition.

TOPIC NO. 15: All Communications concerning whether to provide notice of Environmental Contamination at the Madison-Kipp Facility to any insurer.

OBJECTIONS TO TOPIC NO. 15:

In addition to the General Objections above, Madison-Kipp objects to this Topic because it seeks testimony concerning information or documents that are protected by the attorney-client privilege, the work-product doctrine, and/or other applicable privileges or protections. Madison-Kipp objects to this Topic as overly broad, unduly burdensome and irrelevant to the extent it seeks testimony regarding Environmental Contamination other than that which is the subject of this lawsuit. Madison-Kipp will limit its response accordingly. Subject to the Specific and General Objections above, Madison-Kipp will designate a witness under Rule 30(b)(6) to testify about non-privileged information currently known or reasonably available to Madison-Kipp with respect to this Topic.

TOPIC NO. 16: All Communications concerning when to provide notice of Environmental Contamination at the Madison-Kipp Facility to any insurer and why notice was provided at such time.

OBJECTIONS TO TOPIC NO. 16:

In addition to the General Objections above, Madison-Kipp objects to this Topic because it seeks testimony concerning information or documents that are protected by the attorney-client privilege, the work-product doctrine, and/or other applicable privileges or protections. Madison-Kipp objects to this Topic as overly broad, unduly burdensome and irrelevant to the extent it seeks testimony regarding Environmental Contamination other than that which is the subject of this lawsuit. Madison-Kipp will limit its response accordingly. Subject to the Specific and General Objections above, Madison-Kipp will designate a witness under Rule 30(b)(6) to testify about non-

privileged information currently known or reasonably available to Madison-Kipp with respect to this Topic.

TOPIC NO. 17: The Identity of each Person who provided notice of Environmental Contamination at the Madison-Kipp Facility to any insurer.

OBJECTIONS TO TOPIC NO. 17:

Madison-Kipp objects to this Topic as overly broad, unduly burdensome and irrelevant to the extent it seeks testimony regarding Environmental Contamination other than that which is the subject of this lawsuit. Madison-Kipp will limit its response accordingly. Subject to the General and Specific Objections above, Madison-Kipp will designate a witness under Rule 30(b)(6) to testify about non-privileged information currently known or reasonably available to Madison-Kipp with respect to this Topic.

TOPIC NO. 18: The Identity of each Person responsible for the decision to provide notice of Environmental Contamination at the Madison-Kipp Facility to any insurer.

OBJECTIONS TO TOPIC NO. 18:

Madison-Kipp objects to this Topic as overly broad, unduly burdensome and irrelevant to the extent it seeks testimony regarding Environmental Contamination other than that which is the subject of this lawsuit. Madison-Kipp will limit its response accordingly. Subject to the General and Specific Objections above, Madison-Kipp will designate a witness under Rule 30(b)(6) to testify about non-privileged information currently known or reasonably available to Madison-Kipp with respect to this Topic.

TOPIC NO. 19: Terms and conditions of any general liability policies (primary, umbrella or excess) issued to Madison-Kipp by American Motorists Insurance Company.

OBJECTIONS TO TOPIC NO. 19:

In addition to the General Objections above, Madison-Kipp objects to this Topic on the grounds that it is vague and overbroad and fails to describe with reasonable particularity the matters for examination. Madison-Kipp further objects to this Topic because it is unduly burdensome for Madison-Kipp to prepare a witness to testify as to each and every “term” and each and every “condition” of each and every policy that American Motorist Insurance Company issued to Madison-Kipp. Madison-Kipp objects to this Topic to the extent that it seeks expert opinions and/or legal conclusions, or the opinions, mental impressions, conclusions or legal theories of Madison-Kipp or its representatives. Further, Madison-Kipp objects to this Topic to the extent it seeks testimony concerning information or documents that are protected by the attorney-client privilege, the work-product doctrine, and/or other applicable privileges or protections. Madison-Kipp objects to having its attorneys prepare a witness to testify as to information known only by or originated only from Madison-Kipp’s attorneys.

Madison-Kipp further objects to this Topic because it is not relevant or otherwise calculated to lead to the discovery of admissible evidence because the Court has stayed all claims regarding American Motorist Insurance Company. Further, Madison-Kipp objects to this Topic because compliance would require Madison-Kipp to violate the stay and also the anti-suit injunction orders issued by the Circuit Court for Cook County in the rehabilitation proceedings.

TOPIC NO. 20: Terms and conditions of any general liability policies (primary, umbrella or excess) issued to Madison-Kipp by Lumbermens Mutual Casualty Company.

OBJECTIONS TO TOPIC NO. 20:

In addition to the General Objections above, Madison-Kipp objects to this Topic on the grounds that it is vague and overbroad and fails to describe with reasonable particularity the matters for examination. Madison-Kipp further objects to this Topic because it is unduly burdensome for Madison-Kipp to prepare a witness to testify as to each and every "term" and each and every "condition" of each and every policy that Lumbermens Mutual Casualty Company issued to Madison-Kipp. Madison-Kipp objects to this Topic to the extent that it seeks expert opinions and/or legal conclusions, or the opinions, mental impressions, conclusions or legal theories of Madison-Kipp or its representatives. Further, Madison-Kipp objects to this Topic to the extent it seeks testimony concerning information or documents that are protected by the attorney-client privilege, the work-product doctrine, and/or other applicable privileges or protections. Madison-Kipp objects to having its attorneys prepare a witness to testify as to information known only by or originated only from Madison-Kipp's attorneys.

Madison-Kipp further objects to this Topic because it is not relevant or otherwise calculated to lead to the discovery of admissible evidence because the Court has stayed all claims regarding Lumbermens Mutual Casualty Company. Further, Madison-Kipp objects to this Topic because compliance would require Madison-Kipp to violate the stay and also the anti-suit injunction orders issued by the Circuit Court for Cook County in the rehabilitation proceedings.

TOPIC NO. 21: All Communications between Madison-Kipp and American Motorists Insurance Company concerning the Environmental Contamination at the Madison-Kipp Facility.

OBJECTIONS TO TOPIC NO. 21:

In addition to the General Objections above, Madison-Kipp objects to this Topic because it is not relevant or otherwise calculated to lead to the discovery of admissible evidence because the Court has stayed all claims regarding American Motorist Insurance Company. Further, Madison-Kipp objects to this Topic because compliance would require Madison-Kipp to violate the stay and also the anti-suit injunction orders issued by the Circuit Court for Cook County in the rehabilitation proceedings.

TOPIC NO. 22: All Communications between Madison-Kipp and Lumbermens Mutual Casualty Company concerning the Environmental Contamination at the Madison-Kipp Facility.

OBJECTIONS TO TOPIC NO. 22:

In addition to the General Objections above, Madison-Kipp objects to this Topic because it is not relevant or otherwise calculated to lead to the discovery of admissible evidence because the Court has stayed all claims regarding Lumbermens Mutual Casualty Company. Further, Madison-Kipp objects to this Topic because compliance would require Madison-Kipp to violate the stay and also the anti-suit injunction orders issued by the Circuit Court for Cook County in the rehabilitation proceedings.

TOPIC NO. 23: All claims for general liability coverage Madison-Kipp has ever made under any policy issued by American Motorists Insurance Company or Lumbermens Mutual Casualty Company.

OBJECTIONS TO TOPIC NO. 23:

In addition to the General Objections above, Madison-Kipp objects to this Topic because it is not relevant or otherwise calculated to lead to the discovery of admissible evidence because the Court has stayed all claims regarding American Motorist

Insurance Company and Lumbermens Mutual Casualty Company. Further, Madison-Kipp objects to this Topic because compliance would require Madison-Kipp to violate the stay and also the anti-suit injunction orders issued by the Circuit Court for Cook County in the rehabilitation proceedings.

TOPIC NO. 24: All policies (including, but not limited to, those issued to Madison-Kipp on or after January 1, 1986) which Madison-Kipp claims provides coverage for any cost or expense incurred by Madison-Kipp relating to the Environmental Contamination at or arising from the Madison-Kipp Facility and the basis for Madison-Kipp's contention that such policies provide coverage.

OBJECTIONS TO TOPIC NO. 24:

In addition to the General Objections above, Madison-Kipp objects to this Topic on the grounds that it is vague and overbroad and fails to describe with reasonable particularity the matters for examination. Madison-Kipp further objects to this Topic because it is unduly burdensome for Madison-Kipp to prepare a witness to testify as to each and every policy that Madison-Kipp claims provides coverage in this case and the basis for that claim. Madison-Kipp objects to this Topic to the extent that it seeks expert opinions and/or legal conclusions, or the opinions, mental impressions, conclusions or legal theories of Madison-Kipp or its representatives. Further, Madison-Kipp objects to this Topic to the extent it seeks testimony concerning information or documents that are protected by the attorney-client privilege, the work-product doctrine, and/or other applicable privileges or protections. Madison-Kipp objects to having its attorneys prepare a witness to testify as to information known only by or originated only from

Madison-Kipp's attorneys. This is a contention interrogatory improperly set forth as a Topic for a Rule 30(b)(6) deposition.

TOPIC NO. 25: Terms and conditions of all policies issued to Madison-Kipp on or after January 1, 1987 which Madison-Kipp claims provide coverage for any cost or expense incurred by Madison-Kipp relating to the Environmental Contamination at or arising from the Madison-Kipp Facility.

OBJECTIONS TO TOPIC NO. 25:

None.

TOPIC NO. 26: All claims for general liability coverage Madison-Kipp made or had pending against Continental Casualty Company between 2002 and 2004.

OBJECTIONS TO TOPIC NO. 26:

In addition to the General Objections above, Madison-Kipp objects to this Topic on the grounds that it is vague and overbroad and fails to describe with reasonable particularity the matters for examination. Madison-Kipp further objects to this Topic because it is unduly burdensome for Madison-Kipp to prepare a witness to testify as to "claims" that Madison-Kipp made or had pending against Continental Casualty Company between 2002 and 2004. Madison-Kipp objects to this Topic to the extent that it seeks expert opinions and/or legal conclusions, or the opinions, mental impressions, conclusions or legal theories of Madison-Kipp or its representatives. Further, Madison-Kipp objects to this Topic to the extent it seeks testimony concerning information or documents that are protected by the attorney-client privilege, the work-product doctrine, and/or other applicable privileges or protections. Madison-Kipp objects to

having its attorneys prepare a witness to testify as to information known only by or originated only from Madison-Kipp's attorneys.

Subject to the Specific and General Objections above, Madison-Kipp will designate a witness under Rule 30(b)(6) to testify about non-privileged information currently known or reasonably available to Madison-Kipp with respect to this Topic.

TOPIC NO. 27: All claims for general liability coverage Madison-Kipp made or had pending against United States Fire Insurance Company between 2002 and 2004.

OBJECTIONS TO TOPIC NO. 27:

In addition to the General Objections above, Madison-Kipp objects to this Topic on the grounds that it is vague and overbroad and fails to describe with reasonable particularity the matters for examination. Madison-Kipp further objects to this Topic because it is unduly burdensome for Madison-Kipp to prepare a witness to testify as to "claims" that Madison-Kipp made or had pending against United States Fire Insurance Company between 2002 and 2004. Madison-Kipp objects to this Topic to the extent that it seeks expert opinions and/or legal conclusions, or the opinions, mental impressions, conclusions or legal theories of Madison-Kipp or its representatives. Further, Madison-Kipp objects to this Topic to the extent it seeks testimony concerning information or documents that are protected by the attorney-client privilege, the work-product doctrine, and/or other applicable privileges or protections. Madison-Kipp objects to having its attorneys prepare a witness to testify as to information known only by or originated only from Madison-Kipp's attorneys.

Subject to the Specific and General Objections above, Madison-Kipp will designate a witness under Rule 30(b)(6) to testify about non-privileged information currently known or reasonably available to Madison-Kipp with respect to this Topic.

Dated this 15th day of March, 2013.

MICHAEL BEST & FRIEDRICH LLP

By: s/ Lee M. Seese

John C. Scheller
Leah H. Ziemba
Albert Bianchi, Jr.
One South Pinckney Street, Suite 700
Madison, WI 53703
Telephone: (608) 257-3501
Fax: (608) 283-2275
Email: jcscheller@michaelbest.com
lhziemba@michaelbest.com
abianchi@michaelbest.com

John A. Busch
Lee M. Seese
100 East Wisconsin Avenue, Suite 3300
Milwaukee, WI 53202-4108
Telephone: (414) 271-6560
Fax: (414) 277-0656
Email: jabusch@michaelbest.com
lmseese@michaelbest.com

*Attorneys for Defendant Madison-Kipp
Corporation*

063628-0090\12549819.4

EXHIBIT D

From: Seese, Lee M (46759) [<mailto:LMSEESE@michaelbest.com>]
Sent: Friday, March 22, 2013 8:30 AM
To: 'ddillon@brennansteil.com'; Ross, Rebecca L.; White, Chris; 'mjc@mtfn.com'; 'jbk@mtfn.com'
Cc: 'smc@collinslaw.com'; 'ejmanzke@collinslaw.com'; 'rlewandowski@whdlaw.com';
'jcondon@nistlerlaw.com'; 'nberger@vblhc.com'; 'mhayes@vblhc.com'; 'monte.weiss@mweisslaw.net';
Busch, John A (14977); Scheller, John C (22276); Seese, Lee M (46759)
Subject: RE: McHugh, et al v. Madison-Kipp Corp.,et al; Case No. 11-cv-724-bbc

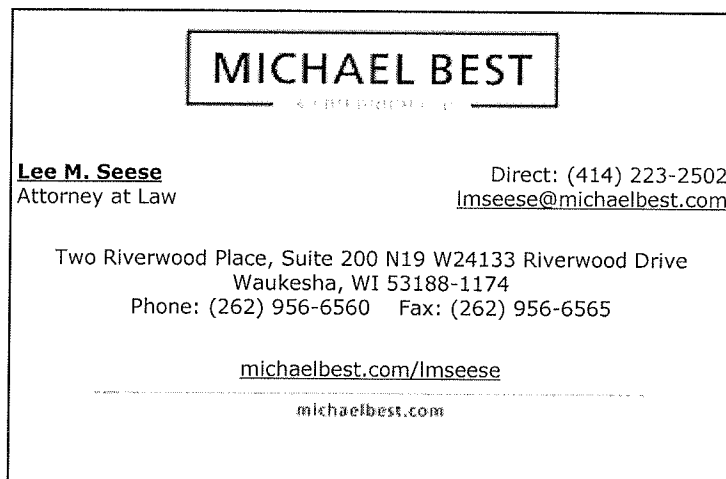
Dear Counsel:

On March 15, 2013, I wrote a letter enclosing Madison-Kipp's objections and response to the Insurers' Notice of Rule 30(b)(6) Deposition, and asked for a meet and confer by no later than March 21, 2013 to resolve any issues you had with Madison-Kipp's objections. Because I did not receive any responses from you, I assume that there are no issues with Madison-Kipp's objections and response.

Please confirm by return email that you agree to go forward with the deposition as limited by Madison-Kipp's objections and response. If you do not agree to go forward with the deposition as limited by Madison-Kipp's objections and response, please dial 877-273-4202, Conf. # 6506094, at 3pm to conduct a meet and confer on Madison-Kipp's objections and response. As indicated in my March 15, 2013 letter, Madison-Kipp intends to move the Court for a protective order if the parties are not able to resolve any issue with Madison-Kipp's objections and response.

Regards,

Lee



From: Wright, Beth E (46704) **On Behalf Of** Seese, Lee M (46759)
Sent: Friday, March 15, 2013 4:55 PM
To: 'ddillon@brennansteil.com'; 'becky.ross@troutmansanders.com';
'christopher.white@troutmansanders.com'; 'mjc@mtfn.com'; 'jbk@mtfn.com'
Cc: Seese, Lee M (46759); 'smc@collinslaw.com'; 'ejmanzke@collinslaw.com';
'rlewandowski@whdlaw.com'; 'jcondon@nistlerlaw.com'; 'nberger@vblhc.com'; 'mhayes@vblhc.com';
'monte.weiss@mweisslaw.net'
Subject: McHugh, et al v. Madison-Kipp Corp.,et al; Case No. 11-cv-724-bbc

Please see the attached. Thank you!

Beth E. Wright ✕

Legal Secretary to Attorney Lee M. Seese,
Attorney Denise Greathouse, and
Julie Anne J. Schneider
Michael Best & Friedrich LLP
Two Riverwood Place, Suite 200
N19 W24133 Riverwood Drive
Waukesha, WI 53188
Phone: 262-956-6560
Fax: 262-956-6565
E-mail: bewright@michaelbest.com

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EXHIBIT E

From: Seese, Lee M (46759)
Sent: Monday, March 25, 2013 9:58 AM
To: 'Ross, Rebecca L.'; 'dillon@brennansteil.com'; White, Chris; 'mjc@mtfn.com'; 'jbk@mtfn.com'
Cc: 'smc@collinslaw.com'; 'ejmanzke@collinslaw.com'; 'rlewandowski@whdlaw.com'; 'jcondon@nistlerlaw.com'; 'nberger@vblhc.com'; 'mhayes@vblhc.com'; 'monte.weiss@mweisslaw.net'; Busch, John A (14977); Scheller, John C (22276); Seese, Lee M (46759); Moenck, Nathan L (24438)
Subject: RE: McHugh, et al v. Madison-Kipp Corp.,et al; Case No. 11-cv-724-bbc

Counsel,

I write to summarize the meet and confer we had by telephone on March 22, 2013. During the call, we discussed concerns you had regarding Topics 1, 2, 5, 6, 9, 14, and 19-25. Counsel for U.S. Fire participated on the call but indicated a need to confer with lead counsel next week before making a final commitment to any resolution of issues in regards to U.S. Fire. Below is a summary of where things stand on the issues raised by the insurers. Except as expressly modified below, Madison-Kipp expressly reserves all objections set forth in its Objections served on March 15, 2013.

Topics 1 and 2

The parties had a lengthy discussion regarding Topics 1 and 2 but were unable to reach a compromise.

Topic 5

As set forth in the Objections, the parties agreed that Madison-Kipp will limit its response to this topic to costs incurred prior to July 25, 2011.

Topic 6

As set forth in the Objections, the parties agreed that Madison-Kipp will provide a response to this topic in the form of a response to a written interrogatory. The parties reserve all rights in regards to any future efforts to re-issue this topic as a Rule 30(b)(6) deposition topic.

Topic 9

Counsel for U.S. Fire discussed entry into a stipulation regarding the U.S. Fire policies and that if such a stipulation were reached, U.S. Fire would accept the stipulated policies as responsive to this topic. U.S. Fire's counsel expressed the need to confirm this position with lead counsel.

Topic 14

Madison-Kipp agreed to provide a response to this topic in the form of a response to a written interrogatory. The insurers agreed to consider the case law Madison-Kipp believes supports its position. Madison-Kipp sent an email to Becky Ross on Friday with a summary of some of the cases that support its position. Madison-Kipp looks forward to the insurers' prompt response so we can determine if a protective order is necessary on this topic.

Topics 19-20

Counsel for Continental and Columbia indicated that with respect to Topics 19 and 20, the Insurers would agree that the topics would not require Madison-Kipp to produce a witness to testify regarding Madison Kipp's interpretation of any of the terms and conditions. However, the insurers would still interpret Topics 19 and 20 to require testimony regarding secondary evidence of any policies.

The parties were not able to reach an agreement on these Topics.

Topics 19-23

Madison-Kipp has considered the position of the insurers expressed during the meet and confer and offers the following revised objections and responses to Topics 19-23.

TOPIC NO. 19: Terms and conditions of any general liability policies (primary, umbrella or excess) issued to Madison-Kipp by American Motorists Insurance Company.

OBJECTIONS TO TOPIC NO. 19:

In addition to the General Objections above, Madison-Kipp objects to this Topic on the grounds that it is vague and overbroad and fails to describe with reasonable particularity the matters for examination. Madison-Kipp further objects to this Topic because it is unduly burdensome for Madison-Kipp to prepare a witness to testify as to each and every "term" and each and every "condition" of each and every policy that American Motorist Insurance Company issued to Madison-Kipp. Madison-Kipp objects to this Topic to the extent that it seeks expert opinions and/or legal conclusions, or the opinions, mental impressions, conclusions or legal theories of Madison-Kipp or its representatives. Further, Madison-Kipp objects to this Topic to the extent it seeks testimony concerning information or documents that are protected by the attorney-client privilege, the work-product doctrine, and/or other applicable privileges or protections. Madison-Kipp objects to having its attorneys prepare a witness to testify as to information known only by or originated only from Madison-Kipp's attorneys.

Subject to the Specific and General Objections above, Madison-Kipp directs the Insurers to the policies themselves to determine the terms and conditions of the policies that Madison-Kipp claims that American Motorist Insurance Company issued to Madison-Kipp. To the extent Madison-Kipp

has been unable to locate certain of the policies issued to it by American Motorist Insurance Company, the terms and conditions of such policies will be the subject of expert testimony.

TOPIC NO. 20: Terms and conditions of any general liability policies (primary, umbrella or excess) issued to Madison-Kipp by Lumbermens Mutual Casualty Company.

OBJECTIONS TO TOPIC NO. 20:

In addition to the General Objections above, Madison-Kipp objects to this Topic on the grounds that it is vague and overbroad and fails to describe with reasonable particularity the matters for examination. Madison-Kipp further objects to this Topic because it is unduly burdensome for Madison-Kipp to prepare a witness to testify as to each and every "term" and each and every "condition" of each and every policy that Lumbermens Mutual Casualty Company issued to Madison-Kipp. Madison-Kipp objects to this Topic to the extent that it seeks expert opinions and/or legal conclusions, or the opinions, mental impressions, conclusions or legal theories of Madison-Kipp or its representatives. Further, Madison-Kipp objects to this Topic to the extent it seeks testimony concerning information or documents that are protected by the attorney-client privilege, the work-product doctrine, and/or other applicable privileges or protections. Madison-Kipp objects to having its attorneys prepare a witness to testify as to information known only by or originated only from Madison-Kipp's attorneys.

Subject to the Specific and General Objections above, Madison-Kipp directs the Insurers to the policies themselves to determine the terms and conditions of the policies that Madison-Kipp claims that Lumbermens Mutual Casualty Company issued to Madison-Kipp. To the extent Madison-Kipp has been unable to locate certain of the policies issued to it by Lumbermens Mutual Casualty Company, the terms and conditions of such policies will be the subject of expert testimony.

TOPIC NO. 21: All Communications between Madison-Kipp and American Motorists Insurance Company concerning the Environmental Contamination at the Madison-Kipp Facility.

OBJECTIONS TO TOPIC NO. 21:

Madison-Kipp objects to this Topic as overly broad, unduly burdensome and irrelevant to the extent it seeks testimony regarding Environmental Contamination other than that which is the subject of this lawsuit. Madison-Kipp will limit its response accordingly. Subject to the General and Specific Objections above, Madison-Kipp will designate a witness under Rule 30(b)(6) to testify about non-privileged information currently known or reasonably available to Madison-Kipp with respect to this Topic.

TOPIC NO. 22: All Communications between Madison-Kipp and Lumbermens Mutual Casualty Company concerning the Environmental Contamination at the Madison-Kipp Facility.

OBJECTIONS TO TOPIC NO. 22:

Madison-Kipp objects to this Topic as overly broad, unduly burdensome and irrelevant to the extent it seeks testimony regarding Environmental Contamination other than that which is the subject of this lawsuit. Madison-Kipp will limit its response accordingly. Subject to the General and Specific Objections above, Madison-Kipp will designate a witness under Rule 30(b)(6) to testify about non-privileged information currently known or reasonably available to Madison-Kipp with respect to this Topic.

TOPIC NO. 23: All claims for general liability coverage Madison-Kipp has ever made under any policy issued by American Motorists Insurance Company or Lumbermens Mutual Casualty Company.

OBJECTIONS TO TOPIC NO. 23:

Madison-Kipp objects to this Topic as overly broad, unduly burdensome and irrelevant to the extent it seeks testimony regarding claims other than those which are the subject of this lawsuit. Madison-Kipp will limit its response accordingly. Subject to the General and Specific Objections above, Madison-Kipp will designate a witness under Rule 30(b)(6) to testify about non-

privileged information currently known or reasonably available to Madison-Kipp with respect to this Topic.

Topic 24

As set forth in the Objections, the parties agreed that Madison-Kipp will provide a response to this topic in the form of a response to a written interrogatory. The parties reserve all rights in regards to any future efforts to re-issue this topic as a Rule 30(b)(6) deposition topic.

Topic 25

I clarified that the response of "None" means that Madison-Kipp has no response to this topic, not that Madison-Kipp has no objections to this topic.

Please respond as soon as possible regarding topics 14, 21-23, and 24. Please also let me know if you feel I have failed to accurately describe our call or the agreement of the parties.

Finally, since it appears that a motion for protective order will be necessary, MKC will agree to go forward with the deposition on April 8th on the agreed topics, so long as the insurers expressly acknowledge that they will not ask questions at the April 8th deposition on the topics that are subject to the motion for protective order. If the court denies MKC's motion for protective order, MKC will produce a witness on the required topics on a subsequent date.

Regards,

Lee

MICHAEL BEST

ATTORNEYS AT LAW

Lee M. Seese
Attorney at Law

Direct: (414) 223-2502
lmseese@michaelbest.com

Two Riverwood Place, Suite 200 N19 W24133 Riverwood Drive
Waukesha, WI 53188-1174
Phone: (262) 956-6560 Fax: (262) 956-6565

michaelbest.com/lmseese

michaelbest.com

From: Ross, Rebecca L. [mailto:Becky.Ross@troutmansanders.com]
Sent: Friday, March 22, 2013 12:35 PM
To: Ross, Rebecca L.; Seese, Lee M (46759); 'ddillon@brennansteil.com'; White, Chris; 'mjc@mtfn.com'; 'jbc@mtfn.com'
Cc: 'smc@collinslaw.com'; 'ejmanzke@collinslaw.com'; 'rlewandowski@whdlaw.com'; 'jcondon@nistlerlaw.com'; 'nberger@vblhc.com'; 'mhayes@vblhc.com'; 'monte.weiss@mweisslaw.net'; Busch, John A (14977); Scheller, John C (22276)
Subject: RE: McHugh, et al v. Madison-Kipp Corp.,et al; Case No. 11-cv-724-bbc

I apologize. Lee sent a call-in number in his original email and I missed it. We will use Lee's call-in.

Rebecca L. Ross
Troutman Sanders LLP
55 West Monroe Street
Suite 3000
Chicago, IL 60603-5758
Phone: 312-759-1921
Fax: 773-877-3733

From: Ross, Rebecca L.
Sent: Friday, March 22, 2013 12:27 PM
To: 'Seese, Lee M (46759)'; 'ddillon@brennansteil.com'; White, Chris; 'mjc@mtfn.com'; 'jbc@mtfn.com'
Cc: 'smc@collinslaw.com'; 'ejmanzke@collinslaw.com'; 'rlewandowski@whdlaw.com'; 'jcondon@nistlerlaw.com'; 'nberger@vblhc.com'; 'mhayes@vblhc.com'; 'monte.weiss@mweisslaw.net'; Busch, John A (14977); Scheller, John C (22276)
Subject: RE: McHugh, et al v. Madison-Kipp Corp.,et al; Case No. 11-cv-724-bbc

Let's use my call-in. 877-506-4272. Pass code 312-759-1921

Rebecca L. Ross
Troutman Sanders LLP
55 West Monroe Street
Suite 3000
Chicago, IL 60603-5758
Phone: 312-759-1921
Fax: 773-877-3733

From: Seese, Lee M (46759) [<mailto:LMSEESE@michaelbest.com>]
Sent: Friday, March 22, 2013 8:49 AM
To: Ross, Rebecca L.; 'ddillon@brennansteil.com'; White, Chris; 'mjc@mtfn.com'; 'jbc@mtfn.com'
Cc: 'smc@collinslaw.com'; 'ejmanzke@collinslaw.com'; 'rlewandowski@whdlaw.com'; 'jcondon@nistlerlaw.com'; 'nberger@vblhc.com'; 'mhayes@vblhc.com'; 'monte.weiss@mweisslaw.net'; Busch, John A (14977); Scheller, John C (22276)
Subject: RE: McHugh, et al v. Madison-Kipp Corp.,et al; Case No. 11-cv-724-bbc

Lets talk at 3 and if Mike can't talk until Monday I can follow up with any issues he has.

MICHAEL BEST

A PROFESSIONAL CORPORATION

Lee M. Seese
Attorney at Law

Direct: (414) 223-2502
lmseese@michaelbest.com

Two Riverwood Place, Suite 200 N19 W24133 Riverwood Drive
Waukesha, WI 53188-1174
Phone: (262) 956-6560 Fax: (262) 956-6565

michaelbest.com/lmseese

michaelbest.com

From: Ross, Rebecca L. [<mailto:Becky.Ross@troutmansanders.com>]
Sent: Friday, March 22, 2013 8:44 AM
To: Seese, Lee M (46759); 'ddillon@brennansteil.com'; White, Chris; 'mjc@mtfn.com'; 'jbc@mtfn.com'

Cc: 'smc@collinslaw.com'; 'ejmanzke@collinslaw.com'; 'rlewandowski@whdlaw.com'; 'jcondon@nistlerlaw.com'; 'nberger@vblhc.com'; 'mhayes@vblhc.com'; 'monte.weiss@mweisslaw.net'; Busch, John A (14977); Scheller, John C (22276)

Subject: RE: McHugh, et al v. Madison-Kipp Corp.,et al; Case No. 11-cv-724-bbc

Lee,

As you know, Mike is out this week and I am out next week. I am happy to discuss the objections today but I cannot speak for Mike. We have issues with a number of your objections.

Becky

Rebecca L. Ross
Troutman Sanders LLP
55 West Monroe Street
Suite 3000
Chicago, IL 60603-5758
Phone: 312-759-1921
Fax: 773-877-3733

From: Seese, Lee M (46759) [mailto:LMSEESE@michaelbest.com]

Sent: Friday, March 22, 2013 8:30 AM

To: 'ddillon@brennansteil.com'; Ross, Rebecca L.; White, Chris; 'mjc@mtfn.com'; 'jbc@mtfn.com'

Cc: 'smc@collinslaw.com'; 'ejmanzke@collinslaw.com'; 'rlewandowski@whdlaw.com'; 'jcondon@nistlerlaw.com'; 'nberger@vblhc.com'; 'mhayes@vblhc.com'; 'monte.weiss@mweisslaw.net'; Busch, John A (14977); Scheller, John C (22276); Seese, Lee M (46759)

Subject: RE: McHugh, et al v. Madison-Kipp Corp.,et al; Case No. 11-cv-724-bbc

Dear Counsel:

On March 15, 2013, I wrote a letter enclosing Madison-Kipp's objections and response to the Insurers' Notice of Rule 30(b)(6) Deposition, and asked for a meet and confer by no later than March 21, 2013 to resolve any issues you had with Madison-Kipp's objections. Because I did not receive any responses from you, I assume that there are no issues with Madison-Kipp's objections and response.

Please confirm by return email that you agree to go forward with the deposition as limited by Madison-Kipp's objections and response. If you do not agree to go forward with the deposition as limited by Madison-Kipp's objections and response, please dial 877-273-4202, Conf. # 6506094, at 3pm to conduct a meet and confer on Madison-Kipp's objections and response. As indicated in my March 15, 2013 letter, Madison-Kipp intends to move the Court for a protective order if the parties are not able to resolve any issue with Madison-Kipp's objections and response.

Regards,

Lee

MICHAEL BEST

A J P R E S S I O N E L L P

Lee M. Seese
Attorney at Law

Direct: (414) 223-2502
lmseese@michaelbest.com

Two Riverwood Place, Suite 200 N19 W24133 Riverwood Drive
Waukesha, WI 53188-1174
Phone: (262) 956-6560 Fax: (262) 956-6565

michaelbest.com/lmseese

michaelbest.com

From: Wright, Beth E (46704) **On Behalf Of** Seese, Lee M (46759)
Sent: Friday, March 15, 2013 4:55 PM
To: 'ddillon@brennansteil.com'; 'becky.ross@troutmansanders.com'; 'christopher.white@troutmansanders.com'; 'mjc@mtfn.com'; 'jbk@mtfn.com'
Cc: Seese, Lee M (46759); 'smc@collinslaw.com'; 'ejmanzke@collinslaw.com'; 'rlewandowski@whdlaw.com'; 'jcondon@nistlerlaw.com'; 'nberger@vblhc.com'; 'mhayes@vblhc.com'; 'monte.weiss@mweisslaw.net'
Subject: McHugh, et al v. Madison-Kipp Corp.,et al; Case No. 11-cv-724-bbc

Please see the attached. Thank you!

Beth E. Wright 
Legal Secretary to Attorney Lee M. Seese,
Attorney Denise Greathouse, and
Julie Anne J. Schneider
Michael Best & Friedrich LLP
Two Riverwood Place, Suite 200
N19 W24133 Riverwood Drive
Waukesha, WI 53188
Phone: 262-956-6560
Fax: 262-956-6565
E-mail: bewright@michaelbest.com

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IRS Circular 230 disclosure: To ensure compliance with requirements imposed by the IRS, we inform you that any tax advice that may be contained in this communication (including any attachments) is not intended or written to be used, and cannot be used, for the purpose of (i) avoiding any penalties under the Internal Revenue Code or (ii) promoting, marketing or recommending to another party any transaction(s) or tax-related matter(s) that may be addressed herein.

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EXHIBIT F

From: Michael J. Cohen <mjc@mtfn.com>
Sent: Wednesday, March 27, 2013 5:44 PM
To: Sanders, James J.; Seese, Lee M (46759)
Cc: 'smc@collinslaw.com'; 'ejmanzke@collinslaw.com'; 'rlewandowski@whdlaw.com'; 'jcondon@nistlerlaw.com'; 'nberger@vblhc.com'; 'mhayes@vblhc.com'; 'monte.weiss@mweisslaw.net'; Scheller, John C (22276); Busch, John A (14977); Moenck, Nathan L (24438); Jennifer A.B. Kreil; Ross, Rebecca L.; White, Chris; Morrissey, Matthew M.
Subject: RE: McHugh, et al v. Madison-Kipp Corp.,et al; Case No. 11-cv-724-bbc

Lee

U.S. Fire does not have an objection with MKC's proposal for Topics 21-23. I am also fine with receiving the written response to Topic 24 provided we continue to preserve our right to pursue questioning of a corporate designee after review of the response (the same would be true of the other topics you discussed handling in the same fashion during the meet and confer and reflected in your summary).

U.S. Fire will agree to a stipulation as to its policies in lieu of testimony on any policy language. We will look at the policies you filed with MKC's response to our motion for summary judgment.

Thanks

Michael J. Cohen | Attorney at Law



111 EAST KILBOURN AVENUE, 19th FLOOR
MILWAUKEE, WI 53202

P 414.273.1300 | M 414.208.9412 | F 414.273.5840

[website](#) | [bio](#) | [vCard](#) | [LinkedIn](#) | [map](#) | [email](#)

From: Sanders, James J. [<mailto:James.Sanders@troutmansanders.com>]
Sent: Wednesday, March 27, 2013 5:36 PM
To: 'Seese, Lee M (46759)'
Cc: 'smc@collinslaw.com'; 'ejmanzke@collinslaw.com'; 'rlewandowski@whdlaw.com'; 'jcondon@nistlerlaw.com'; 'nberger@vblhc.com'; 'mhayes@vblhc.com'; 'monte.weiss@mweisslaw.net'; Scheller, John C (22276); Busch, John A (14977); 'nlmoenck@michaelbest.com'; Jennifer A.B. Kreil; Michael J. Cohen; Ross, Rebecca L.; White, Chris; Morrissey, Matthew M.
Subject: McHugh, et al v. Madison-Kipp Corp.,et al; Case No. 11-cv-724-bbc

Lee,

This email will respond to your summary of our meet and confer session last Friday. We think that your summary accurately reflects our discussion, subject to the following caveats.

First, with respect to your revised objections to Topics 19 through 23, we want to clarify that we are not agreeing to refrain from asking questions about the subject matters to which you have interposed

objections. With that being said, we do not have a problem with you objecting and instructing the witness not to answer questions about those topics pending resolution of your motion for a protective order.

Second, after reviewing the case law you sent regarding topic 14, we will not agree to withdraw that topic and submit a contention interrogatory in its place. We believe that whether Madison Kipp is aware of any actions by Continental or Columbia that it believes evidences bad faith is a fair topic for us to explore with the 30(b)(6) deponent. This topic calls for factual testimony that can be provided by a lay witness. Unlike the topics at issue in many of the cases you cited, this not a highly-complicated or technical topic that necessarily requires the witness to reveal information provided by counsel or otherwise protected by the attorney-client or work-product privileges. To the extent you believe an individual question on this topic calls for privileged information, that can be addressed through an objection and instruction not to answer.

Please contact me if you have any questions.

Jamie

James J. Sanders
Troutman Sanders LLP
55 West Monroe Street, Suite 3000
Chicago, Illinois 60603
Telephone: (312) 759-5947
Fax: (773) 877-3741
Email: james.sanders@troutmansanders.com

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