

THE COURT OF COMMON PLEAS OF PHILADELPHIA COUNTY
FIRST JUDICIAL DISTRICT OF PENNSYLVANIA
CIVIL TRIAL DIVISION

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TOWERS WATSON DELAWARE, INC.,)
)
) Plaintiff,) COURT OF COMMON PLEAS
)) PHILADELPHIA COUNTY
) v.)
)) COMMERCE COURT
)) April Term, 2017
MORGAN, LEWIS & BOCKIUS LLP, et al.,) No. 02096
)
) Defendants.)
_____)

ORDER

AND NOW, on this ____ day of _____, 2018, it is hereby ORDERED that Defendants' Motion to Compel Production of Documents from Plaintiff is GRANTED. Towers is hereby ORDERED to produce within 10 days of this Order (1) the 62,003 documents that Towers identified as responsive to narrowed search terms on September 14, 2018, and (2) a privilege log explaining the basis for any documents redacted or withheld on the basis of privilege. Towers here is hereby further ORDERED to reimburse Morgan Lewis for the attorneys' fees it incurred in connection with bringing Defendants' Motion to Compel Production of Documents from Plaintiff.

BY THE COURT

J.

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_____)	
TOWERS WATSON DELAWARE, INC.,)	
)	
Plaintiff,)	COURT OF COMMON PLEAS
)	PHILADELPHIA COUNTY
v.)	
)	COMMERCE COURT
MORGAN, LEWIS & BOCKIUS LLP, et al.,)	April Term, 2017
)	No. 02096
Defendants.)	
_____)	

**DEFENDANTS’ MOTION TO COMPEL PRODUCTION OF DOCUMENTS FROM
PLAINTIFF TOWERS WATSON DELAWARE, INC.**

Defendants Morgan, Lewis & Bockius LLP (“Morgan” or “Morgan Lewis”) and Jeremy P. Blumenfeld, Esquire, by and through their undersigned counsel, move this Court to compel Plaintiff Towers Watson Delaware, Inc. (“Towers”) to produce the documents that it has unreasonably withheld for almost a year in flagrant violation of its obligations under the Pennsylvania Rules of Civil Procedure. Additionally, if it is not determined to have waived the attorney-client privilege, Towers should be required to produce a complete privilege log of documents which it concedes to be relevant and responsive to Morgan’s requests, but which it has refused even to identify.

Towers, a former client of Morgan Lewis, filed the Complaint in this case over a year ago, on August 4, 2017. Defendants served their document request on November 9, 2017. Through a pattern of obstruction and false claims of privilege, Towers has managed to stall producing the great bulk of documents to which Defendants are entitled. In fact, to date, after almost a year, Towers has produced a mere 650 documents from one single individual (despite the fact that Towers itself admits that other individual custodians have relevant and discoverable documents), almost all of which were previously produced to Towers by Morgan Lewis.¹ Throughout, Towers has stonewalled Defendants' attempt to work with Towers amicably to resolve its claims of burden. These efforts by Defendants have been met with a classic case of "stall ball." Accordingly, Towers should be compelled to produce all responsive documents within 10 days.²

Question Presented

Should Towers be compelled to produce relevant and responsive documents where this litigation that it brought has been pending for over a year, Defendants' discovery requests have been outstanding for 10 months, Towers has only produced a subset of documents from one individual, Towers concedes that other custodians have relevant documents, and Towers already agreed to produce additional documents, but is now going back on its prior agreement?

Suggested Answer: Yes.

¹Towers also produced 14 pages of emails with its Response to Defendants' Second Set of Interrogatories and First Requests for Admission, but it is unclear how those emails were obtained or what criteria were used to identify them. Towers also provided Morgan Lewis with login credentials to access an online database containing documents produced in underlying litigation, but these credentials were not provided until July of 2018.

² To the extent that Towers claims privilege over any of these responsive documents, it should also be compelled to promptly produce a privilege log of those documents.

Factual Background

1. Towers, a former Morgan Lewis client, brings this lawsuit to recover \$5 million in attorneys' fees that it paid to Morgan for legal services rendered mostly before 2013, and another \$25 million in "damages" it claims to have suffered as a result of its defense and settlement of a professional negligence lawsuit by a hospital in Wisconsin. Its central claim is that Morgan Lewis breached a duty to Towers by engaging in the representation of Meriter Health Services Inc. ("Meriter") in the defense of a class action lawsuit brought in 2010 (the "Class Action"). The Class Action involved a dispute over an employee benefit plan which was designed by Towers, but which did not conform to federal pension laws. The Class Action was settled in 2014, when Meriter agreed to pay \$82 million to class members and their counsel.

2. In early 2015, Meriter sued Towers and other service providers contending that their professional negligence caused, or at least contributed to, Meriter's losses. Meriter was represented by the Nixon Peabody law firm in its lawsuit against Towers, and Towers was represented by Pepper Hamilton LLP. Meriter's lawsuit against Towers was settled in 2017.

3. Towers contends—wrongly—that in the course of defending the Class Action, Morgan Lewis assisted Nixon Peabody in connection with the development of professional negligence claims against Towers relating to the pension plan design. Morgan Lewis vehemently denies providing such advice or assistance, but Towers contends that Morgan Lewis assisted Nixon Peabody behind the scenes. This, Towers asserts, was a conflict of interest because Morgan represented Towers in unrelated matters.

4. The first and perhaps most important question presented in this case is whether the accusations against Morgan Lewis, even if true, would have breached any professional obligation owed to Towers. That question turns on the terms of the engagement letter between

Morgan Lewis and Towers. In its 2010 engagement letter with Morgan Lewis, Towers waived any prospective conflict of interest by Morgan, even granting Morgan the right to be adverse to Towers in litigation. Then, in 2012, while the Class Action was ongoing, and with knowledge of Morgan Lewis's representation of Meriter in the Class Action, Towers reaffirmed the terms of the 2010 engagement letter, including the broad conflicts waiver.

5. Towers now contends, however, that it should not be held to the terms of the written engagement letter because, it says, a waiver granted by its chief in-house litigation attorney was given without informed consent. That argument is puzzling. Towers was certainly aware of the Morgan Lewis representation of Meriter in the Class Action, and that Meriter was contemplating professional negligence claims against Towers arising from the flawed pension plan design. Indeed, Towers was a target of third party Class Action discovery beginning in 2011, and in responding to document subpoenas and deposition notices, its attorneys dealt with the Morgan Lewis team that was representing Meriter. Furthermore, beginning in 2010—nearly two years before it reaffirmed the broad conflict waiver granted to Morgan Lewis—Towers was presented with a draft tolling agreement by Meriter's separate counsel. Towers notified its insurance carrier of the potential for claims, and was well aware that it faced the prospect of professional negligence claims by Meriter. Notwithstanding this evidence, Towers insists that its multiple in-house lawyers, who were vetting potential nine-figure claims by Meriter and responding to extensive discovery subpoenas in the Class Action, did not understand the potential for adversity when it granted Morgan Lewis a broad conflict waiver.

6. This rather striking assertion of ignorance by Towers creates a factual dispute on which discovery is essential. To that end, Towers has already been ordered by this Court to “produce all documents responsive to Defendants’ Document Requests with respect to Towers’s

informed consent to Morgan Lewis' alleged conflict of interest." But Towers has refused to honor this Court's order, knowing that the waiver issue is potentially dispositive of its lawsuit. Instead, it has filed an interlocutory appeal and refused to produce documents that would likely be dispositive of a core issue that Towers has injected into this case.

7. Of course, Towers had the right to appeal from its loss on the privilege issue noted above, but its persistent refusal to comply with its other discovery obligations is the subject of this motion. A simple timeline is revealing.

8. On November 9, 2017, Morgan Lewis served on Towers its First Set of Requests for the Production of Documents Directed to Plaintiff (the "Document Requests"). Exhibit A, Defs.' First Set of Document Requests. The Document Requests sought from Towers, among other things, documents and communications relating to (1) Towers's knowledge of Morgan Lewis's representation of Meriter; (2) Towers's knowledge of Meriter's claims against it; (3) Towers's agreement to the prospective conflicts waiver in 2010 and 2012; and (4) the settlement of the Meriter Action. Such documents are pivotal to the examination of Towers's curious argument that its agreement to a broad, written conflict waiver was given without informed consent. Towers agreed in December 2017 to produce certain categories of relevant and responsive documents from custodians that unquestionably possess such documents. Exhibit B, Pl's. Responses and Objections to Defs'. First Set of Document Requests.

9. In response to the Documents Requests, Towers made a small production of certain emails that one of its in-house attorneys had copied to a folder on his computer. Because this production concededly covered only a portion of the potentially relevant documents, and documents from only one person who had possession of relevant documents, Towers and Morgan discussed other custodians and search terms over the following months, with long delays

in Towers's responses. Finally, in March of 2018, *Towers itself* proposed search terms for Towers to run across its documents. Morgan and Towers entered into an agreement on those terms. Months went by without any further action by Towers. On August 1, 2018, after finally having run the search terms it, itself, had proposed five months earlier, Towers represented to Morgan Lewis that the searches resulted in nearly 600,000 documents. *See* Exhibit C.

10. Once again, in the spirit of cooperation, Morgan proposed a revised set of search terms to assist Towers in narrowing the document universe. Over a month later, on September 14, 2018, Towers sent Morgan Lewis a revised list of search terms along with hit counts. These searches reduced the number of documents returned by 90%, to 62,003 (before deduplication). *See* Exhibit D. Nonetheless, Towers still claimed that this volume of documents was unduly burdensome to review and produce. Its counsel represented that they would have to review each document individually due to the likelihood of privileged documents being present among the 60,000 documents and that this would take an unreasonable amount of time and expense. Once more, in the spirit of cooperation, Defendants' counsel agreed to consider search terms to be proposed by Towers that would limit the document universe further but also said that it would consider other methods which would permit plaintiff to produce the 60,000 documents without having to do a document by document review. These documents would be subject to the clawback agreement previously requested by Towers and approved by the Court, thus obviating the need for Towers to review every document. Morgan also suggested that Towers run search terms for privilege over this set of documents, to cull presumptively privileged documents. Finally, Morgan informed Towers that it would consider a reasonable counter-proposal from Towers, if Towers could identify a systematic way to reduce the volume of responsive documents without omitting relevant and discoverable documents. Despite numerous requests

by Morgan, Towers never proposed any further revised search terms or other meaningful way to reduce the number of documents even more.

11. Morgan also insisted repeatedly, beginning in January 2018 and continuing over a period of several months, that Towers produce a privilege log listing emails and other communications sent to or received by in-house attorneys identified by Towers as having knowledge relating to the informed consent and conflict waiver issues. Towers agreed to this request, but, continuing its familiar pattern of stonewalling, has since reneged and now refuses to produce a complete privilege log. Thus, Morgan has no way of assessing the scope of documents withheld from production, nor can it determine whether the privilege has been invoked properly.

12. On September 18, 2018, Morgan sent Towers a letter in which it (1) requested that Towers produce the privilege logs that it had agreed to produce eight months earlier, and (2) explained its position that producing 60,000 documents was not unduly burdensome in the context of a claim such as this with a significant amount in controversy and allegations going back eight years. Indeed, in the Meriter Action, Morgan Lewis was not a party but was served with a discovery subpoena by Towers; in response, *Morgan Lewis produced over 100,000 documents*. See Exhibit E. Still, as Morgan noted in its letter, it was willing to consider a counter proposal from Towers. See Exhibit F. Towers asked for an extension of time to respond to Morgan, which Morgan promptly granted. See Exhibit G. But much to Morgan's surprise, instead of spending that additional time working out a counterproposal, Towers chose to prepare and "sandbag" Morgan with a motion to compel and a motion for a protective order, launching a sneak attack completely at odds with the parties' effort to attempt to address discovery issues amicably.

13. Towers has brought this high-stakes and complex lawsuit, but now desperately wishes to avoid putting in the work required to pursue such a claim. Or perhaps it is not a matter of work avoidance, but a strategy by Towers to conceal facts that would undermine patently meritless claims. Regardless, there is no excuse for Towers's dilatory conduct and utter disregard of its obligations to permit discovery. The years-long background of this case, involving two prior complex litigations and numerous law firms and other professional service firms, has generated an immense amount of potentially relevant communications and documents. Morgan Lewis is unquestionably entitled to these documents, which are relevant to its defenses. But now, nearly eleven months after Morgan Lewis served its discovery requests, after Towers responded and agreed to produce documents, and after Morgan Lewis cooperated with Towers to whittle down the universe of potentially relevant documents for Towers to produce by 90%, Towers still refuses to produce *anything* beyond its limited production to date — no emails or other correspondence, no mediation statements, no documents relating to the tolling agreement, no documents relating to the engagement letters, no documents relating to the Class Action, and no documents relating to the Meriter Action. Towers should be compelled to produce these documents and all other relevant and responsive documents, as well as a complete and sufficiently detailed privilege log for all relevant custodians within 10 days of the Court's Order.

Towers's Inexcusable Refusal to Cooperate in Discovery

14. The documents Towers is withholding are essential to Morgan's presentation of an effective defense. Towers's adamant refusal to produce those documents has been prejudicial to Morgan Lewis (to say the least), and has stymied the resolution of this case.

15. It is equally important that Towers produce complete privilege logs for all custodians, including the four attorneys whom Towers has identified as having knowledge of

Towers's engagement letters, and for whom it expressly agreed (but now refuses) to produce privilege logs. Towers's backtracking is inexcusable; Towers granted Morgan Lewis a conflict waiver at the *same time* that Towers's attorneys were aware of Morgan Lewis's allegedly conflicting representation, but now (1) denies that it waived the alleged conflict; (2) refuses to provide any documents supporting or refuting that claim; and (3) refuses to produce privilege logs that would allow Morgan Lewis the ability to test Towers's assertions of privilege.

Towers's wholesale failure to produce a privilege log setting forth its basis for withholding these documents is completely improper, and may ultimately lead to a determination that Towers has waived the privilege that it claims. *See Chambersburg Area Sch. Dist. v. Dorsey*, 97 A.3d 1281, 1289 (Pa. Commw. Ct. 2014).

16. Under the Pennsylvania Rules of Civil Procedure, "a party may obtain discovery regarding any matter, not privileged, which is relevant to the subject matter involved in the pending action." Pa. R. Civ. P. 4003.1(a). With regard to electronic discovery, the Rules contemplate a proportionality standard for determining whether electronic discovery must be produced. This standard requires this Court to consider:

- (i) the nature and scope of the litigation, including the importance and complexity of the issues and the amounts at stake;
- (ii) the relevance of electronically stored information and its importance to the court's adjudication in the given case;
- (iii) the cost, burden and delay that may be imposed on the parties to deal with electronically stored information;
- (iv) the ease of producing electronically stored information and whether substantially similar information is available with less burden; and
- (v) any other factors relevant under the circumstances.

Explanatory Comment to Pa. R. Civ. P. 4009.

17. Each of these factors weighs in favor of granting this motion to compel and requiring Towers to produce the 62,003 documents that it has identified as being responsive to the narrow search terms that it proposed, as well as a privilege log for any documents over which Towers is claiming privilege.

18. First, the *scope of this litigation* is expansive, involving two prior lawsuits in federal and state courts that settled for large sums, and allegations dating back eight years. Towers was a third party witness in the first case, the defendant in the second, and now is the plaintiff in this case. The amount alleged to be *at stake*—\$30 million—is objectively massive. The documents requested by Morgan Lewis relate to *complex, overlapping, and nuanced issues* and can shed light onto Towers’s decisions and actions every step of the way. These decisions and actions, including Towers’s decision to consent to any of Morgan Lewis’s conflicts, its decision to enter into a tolling agreement with Meriter, and its decision to settle the Meriter Action, are now key to Morgan Lewis’s defenses, and potentially dispositive of the case.

19. Second, these materials are not only *relevant*, and not only *critical*, but are potentially *dispositive*. If the documents show that Towers knowingly consented to the conflict waiver embodied in the 2010 engagement letter and reaffirmed almost two years after the Class Action was filed, then Towers does not have a claim as a matter of law. If the documents show that the tolling agreement placed Towers on notice of Meriter’s claims against it, and Towers was aware of Morgan’s representation of Meriter, then Towers was aware of the harm allegedly caused by Morgan Lewis’s representation of Meriter, and the statute of limitations bars Towers’s claims. If the documents show that Towers settled the Meriter Action based on its own conduct in connection with designing the employee benefits plan for Meriter (rather than due to any conduct by Morgan Lewis), then Towers cannot prove the causation and damages elements of its

claims. Morgan Lewis *must* see these documents. Towers has already devised search terms that reduce the number of responsive documents from roughly 600,000 to 60,000—a 90% reduction—and any further unilateral refinement of the terms by Towers is likely to lead to critical documents not being captured. Towers should not be permitted to bring this claim, and then shield from discovery documents relating to its claim.

20. Third, the *cost, burden, and delay* that Towers will incur if it has to produce these documents are minimal. Towers, along with its affiliates, **is a multi-billion dollar company** that has brought a multi-million dollar claim against a reputable global law firm. This is high-stakes, sophisticated litigation, along with which comes considerable discovery. 60,000 documents, while large, is far from an unreasonable or unmanageable amount of documents in a case such as this. This is especially so since Towers can itself search the 60,000 documents to narrow its own need to review each one of them. A confidentiality agreement and clawback agreement are also already in place, which should further ease any claimed concern Towers has with the production of these documents.

21. Fourth, these documents can be produced with *ease*. As mentioned, Towers already has the means to search and identify all of these documents, and already has engaged an ESI vendor with which it is working to host documents. In addition, to assuage Towers's concerns about privileged documents, Morgan Lewis has proposed that Towers can run searches to segregate privileged documents, and the parties have already entered into a clawback agreement.

22. Finally, Towers's behavior in this litigation also weighs in favor of production. Over a year into this litigation, Towers's total document production consists of some—but not all—documents from just *one* custodian. Towers admits that other custodians have relevant and

responsive documents, yet Towers has never proposed revised search terms to narrow the potential universe of documents down further, nor has it otherwise meaningfully worked with Morgan Lewis to advance discovery. This is compared to the conduct of Morgan Lewis, which, in addition to producing *over 100,000 documents requested by Towers* in the Meriter Action, has been continually trying to move discovery along, without success.

Conclusion

For the foregoing reasons, Towers should be ordered to (1) produce documents responsive to Defendants' discovery requests, and covering the custodians previously identified by Towers as having relevant information, within 10 days of the Court's Order; and (2) promptly produce a privilege log relating to those custodians to the extent that it claims privilege over responsive documents. In addition, based on its persistent and prolonged discovery misconduct in connection with this case, Towers should be ordered to pay Morgan Lewis's attorneys' fees incurred in connection with bringing this motion.

Dated: October 3, 2018

Respectfully submitted,

/s/ Robert C. Heim

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VERIFICATION

I, Jeffrey J. Masters, hereby state that I am counsel for Defendants in this action and that I am authorized to make this verification on behalf of Defendants. I verify that the statements made in the foregoing motion are true and correct to the best of my knowledge, information, and belief. I understand that the statements in this motion are subject to the penalties of 18 Pa. C.S. § 4904 relating to unsworn falsification to authorities.

/s/ Jeffrey J. Masters
Jeffrey J. Masters

Exhibit A

MORGAN, LEWIS & BOCKIUS LLP
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TOWERS WATSON DELAWARE, INC.,)	COURT OF COMMON PLEAS
)	PHILADELPHIA COUNTY
Plaintiff,)	
)	COMMERCE COURT
v.)	
MORGAN, LEWIS & BOCKIUS LLP, et al.,)	April Term, 2017
)	
Defendants.)	No. 02096

**DEFENDANTS' FIRST SET OF REQUESTS FOR THE
PRODUCTION OF DOCUMENTS DIRECTED TO PLAINTIFF**

Pursuant to Rule 4009 of the Pennsylvania Rules of Civil Procedure, Defendants Morgan, Lewis & Bockius LLP (“Morgan Lewis”) and Jeremy P. Blumenfeld, Esq. (“Mr. Blumenfeld”) (collectively, “Defendants”), by their counsel, request that Plaintiff Towers Watson Delaware, Inc. (“Plaintiff” or “Towers”) respond to the following First Set of Requests for Production of Documents and produce documents for inspection and copying within thirty (30) days of the date of service at the law offices of Morgan, Lewis & Bockius LLP, c/o Michael L. Banks, Esquire, 1701 Market Street, Philadelphia, PA 19103. For purposes of these Requests for Production of Documents (“Requests”), the following instructions and definitions shall apply:

INSTRUCTIONS

1. In responding to these Requests, produce all documents that are available to you, including documents in the possession of your attorneys, investigators, agents, or experts, and not merely documents in your own personal possession.

2. When a Request calls for documents or facts that relate to a claim or contention, produce documents that are inconsistent with as well as those that support such a claim or contention.

3. Each document is to be produced (together with all drafts thereof) in its entirety, without redaction or expurgation of any kind or nature whatsoever, unless required by a Confidentiality Stipulation signed by the Parties.

4. Each Request shall be construed independently and without reference to any other Request for the purpose of limitation.

5. In the event that any document or portion thereof is withheld on the basis of any privilege or otherwise claimed to be protected against production, such document shall be identified in a privilege log to be served with the responses to these Requests by stating: (i) the nature of the privilege or reason for withholding which you contend applies; (ii) the factual basis for your assertion of privilege or the reason for withholding; (iii) the type of document (e.g., letter, memorandum, telex, etc.); (iv) all authors and addressees; (v) all indicated and blind copies; (vi) all persons to whom the document was distributed, shown or explained; (vii) the document's date; (viii) a summary description of the document's subject matter; (ix) the number of pages and attachments or appendices comprising the document; and (x) its present custodian.

6. In the event that any document called for by any Request has been destroyed or discarded, such document shall be identified by stating all of the information requested in subparagraphs (iii) through (x) of Instruction No. 5 and, in addition: its date of destruction or discard; the manner of destruction or discard and the reason for the document's destruction or discard; the persons who authorized and carried out such destruction or discard; and whether any copies of the document presently exist and, if so, the name of the custodian of each copy.

7. If you or any of your agents, including your attorney, are aware of the existence of any document within the scope of these Requests that is not within the custody, possession, or control of you or your agents, identify any such document in a written response to the request for the production of the document. In identifying a document in this fashion, please provide the following information: the name, address and telephone number of the person who has possession, custody or control over the document; a brief summary of the nature of the information contained in the document; the date the document was created and any drafts of same, and the name of the person who prepared the document.

8. These Requests are deemed continuing and require supplementation.

DEFINITIONS

1. The term “document” or “documents” shall mean any written, recorded, filmed, or graphic matter, whether produced, reproduced or on paper, cards, tapes, film, electronic facsimile, computer storage devices or any other media, including but not limited to, memoranda, notes, minutes, records, employment files, case files, pleadings, photographs, compact discs, DVDs, correspondence, telegrams, diaries, bookkeeping entries, financial statements, tax returns, checks, check stubs, reports, studies, responses to questionnaires, charts, graphs, statements, notebooks, handwritten notes, applications, agreements, books, pamphlets, periodicals, emails, appointment calendars, recordings of oral conversations, and work papers, and also including but not limited to, originals, drafts and all copies which are different in any way from the original whether by interlineation, receipt stamp, notation, indication of copies sent or received, or otherwise, that are in the possession, custody or control of you, your agents, representatives, or attorneys or any and all persons acting on your behalf.

2. The terms “person” and “persons” as used herein shall mean and include, without limiting the generality of its meaning, any natural or individual person, corporation, firm, partnership, association, governmental body, agency or subdivision, committee, commission, or other organization or entity.

3. The term “contact” or “communication” shall mean any contact between two or more persons, including any of the agents, employees, or representatives thereof, and shall include without limitation, written contact by such means as letters, memoranda, e-mail, telegrams, faxes, telex, or any other documents, and oral contact by such means as face-to-face meetings, telephone conversations and video conferences.

4. The terms “you,” “your,” “Towers,” and “Plaintiff” refer to Towers Watson Delaware, Inc., its attorneys, employees, agents, representatives, predecessors in interest, predecessor entities, and all other persons acting or purporting to act on its behalf.

5. The term “Morgan Lewis” refers to Defendant Morgan, Lewis & Bockius LLP, and any of its current or former employees or agents, parents, subsidiaries, predecessors, successors and/or assigns.

6. The term “Mr. Blumenfeld” refers to Defendant Jeremy P. Blumenfeld, Esquire.

7. The term “any” shall mean each and every, as well as any one.

8. The terms “and” and “or” shall be construed either disjunctively or conjunctively as necessary to bring within the scope of the discovery request all responses that might otherwise be construed to be outside of its scope.

9. The singular includes the plural, and vice versa.

10. The terms “concerning,” “relate to,” “refer to,” and “pertaining to” are intended to encompass any and all documents relating to, referring to, alluding to, responding to, connected

with, commenting on, in respect of, about, regarding, discussing, summarizing, showing, describing, reflecting, analyzing, constituting, or in any way relevant to the underlying facts of the specified subject of the particular request.

11. The terms “Complaint” and “this Action” shall mean Plaintiff’s Complaint in the action currently captioned as *Towers Watson Delaware, Inc. v. Morgan, Lewis & Bockius LLP and Jeremy P. Blumenfeld, Esquire*, April Term, 2017, No. 02096, filed in the Court of Common Pleas of Philadelphia County, and any of the allegations made therein.

12. The term “Meriter” shall mean Meriter Health Services, Inc.

13. The term “Class Action” shall mean the action filed in the United States District Court for the Western District of Wisconsin captioned *Tammy J. Boyd v. Meriter Health Services, et al.*, 10-cv-426.

14. The term “Meriter pension plan” shall mean the pension plan issued by Meriter that was the subject of the Class Action.

15. The term “the Meriter v. Towers State Court Litigation” shall mean the action filed in the Wisconsin Circuit Court of Dane County, Wisconsin, captioned as *Meriter Health Services, Inc. v. Towers Watson Delaware, Inc., et al.*, No. 15-cv-0028 (Wis. Circuit Ct., Dane County).

16. The term “the Meriter v. Towers Federal Court Litigation” shall mean the action removed to the United States District Court for the Western District of Wisconsin on February 22, 2015, which was captioned *Meriter Health Services, Inc. v. Godfrey & Kahn, S.C., et al.*, 3:15-cv-00087-wmc, and remanded on or about November 20, 2015.

REQUESTS FOR PRODUCTION

1. All documents identified by you in response to Defendants' First Set of Interrogatories Directed to Plaintiff.

2. All documents upon which you relied in responding to Defendants' First Set of Interrogatories Directed to Plaintiff.

3. Documents and communications (internal or external) from 2010 or later evidencing Towers' knowledge that Meriter was contemplating claims against Towers.

4. Copies of all research, analyses, communications, memoranda, and/or other documents (internal or external) relating to the proposed tolling agreement between Towers and Meriter from 2010 and later.

5. Documents and communications (internal and external) from 2010 through 2013 relating to Towers' consideration of whether to execute a tolling agreement with Meriter.

6. Copies of all research, analyses, communications, memoranda, and/or other documents (internal or external) from 2010 and later relating to the execution of the tolling agreement between Towers and Meriter.

7. Internal documents and communications between employees, agents, and/or in-house counsel of Towers or any of its predecessor entities or predecessors in interest concerning

potential exposure to Meriter between 2010 and 2015 when the Meriter v. Towers State Court Action was filed.

8. All internal Towers communications concerning the Class Action.
9. All communications between Towers and outside counsel concerning the Class Action.
10. All communications and documents between Towers and/or its agents and/or its attorneys (whether in-house or outside counsel), and Meriter and/or its agents and/or attorneys, concerning the Class Action.
11. All internal Towers communications and documents concerning the Meriter v. Towers State Court Litigation and/or the Meriter v. Towers Federal Court Litigation.
12. All communications between Towers and outside counsel concerning the Meriter v. Towers State Court Litigation and/or the Meriter v. Towers Federal Court Litigation.
13. All communications between Towers and/or its agents and/or its attorneys, and Meriter and/or its agents and/or attorneys, concerning the Meriter v. Towers State Court Litigation and/or the Meriter v. Towers Federal Court Litigation.

14. Documents and communications (internal and external) relating to Towers' role as a non-party witness in the Class Action, and/or as a source of non-party discovery (including but not limited to document production and depositions) in the Class Action.

15. Internal and external documents and communications from 2010 forward relating to Towers' understanding of its role in advising Meriter about the creation of the Meriter pension plan and any potential liability on the part of Towers for its role in advising Meriter.

16. Internal or external documents and communications from 2010 forward relating to Towers' understanding of Gordon Enderle's role in advising Meriter about the creation of the Meriter pension plan and any potential liability on the part of Towers for Gordon Enderle's role in advising Meriter.

17. All documents that relate to or otherwise evidence the potential or actual liability or exposure of Towers to Meriter because of the role of Towers (and/or its predecessor entities or predecessors in interest) in advising Meriter concerning the Meriter pension plan, including but not limited to any documents describing the method used to calculate or establish the amount of such liability, and any and all internal or external reports (in final format or in draft format), analyses, calculations, notes, and/or draft or final opinions of any kind that Plaintiff has used, consulted, considered, or relied upon, or that in any way assisted Plaintiff, in identifying and calculating such liability or exposure, from 2010 forward.

18. Any and all draft and/or final expert (or consulting expert) reports, opinions, and/or analyses that Towers obtained from 2010 forward relating to the liability of Towers to Meriter in connection with the Meriter pension plan.

19. Any confidentiality or protective order, stipulation, or agreement that Towers or any of its predecessor entities or predecessors in interest executed in the Class Action.

20. Any confidentiality or protective order, stipulation, or agreement that Towers or any of its predecessor entities or predecessors in interest executed in the Meriter v. Towers State Court Litigation.

21. Any confidentiality or protective order, stipulation, or agreement that Towers or any of its predecessor entities or predecessors in interest executed in the Meriter v. Towers Federal Court Litigation.

22. Any draft and/or final mediation statements, or any other memorandum, brief, or submission submitted by Towers or any of its predecessor entities or predecessors in interest in connection with mediation of the Meriter v. Towers State Court Litigation and/or the Meriter v. Towers Federal Court Litigation.

23. Each insurance policy or agreement of any kind that does or may provide any coverage for any of the damages/injuries alleged in this Action.

24. Any and all communications between Towers and insurers concerning this Action.

25. Any and all communications between Towers and insurers concerning the Class Action.

26. Any and all communications between Towers and insurers concerning the Meriter v. Towers State Court Litigation and/or the Meriter v. Towers Federal Court Litigation.

27. Any and all notices of claims, litigation reports, analyses, and/or other documents and/or communications submitted by Towers to any insurance company or insurance companies concerning the Class Action, the Meriter v. Towers State Court Litigation, and/or the Meriter v. Towers Federal Court Litigation.

28. Documents relating to any and all insurance payments that Towers or its predecessor entities or predecessors in interest received in connection with the settlement of the Class Action.

29. Documents and communications relating to any and all insurance payments that Towers or its predecessor entities or predecessors in interest received in connection with the settlement of the Meriter v. Towers State Court Litigation.

30. The full record in the Meriter v. Towers State Court Litigation, including but not limited to all pleadings, briefs, motions, and orders filed by Towers, the Court, and/or other participants in that litigation as well as all discovery responses and documents produced.

31. All invoices and time records from outside counsel to Towers or any of its predecessor entities or predecessors in interest relating to the Class Action.

32. All invoices and time records from outside counsel to Towers or any of its predecessor entities or predecessors in interest relating to the Meriter v. Towers Federal Court Litigation and/or the Meriter v. Towers State Court Litigation.

33. All invoices and time records from outside consultants and/or experts to Towers or any of its predecessor entities or predecessors in interest relating to the Class Action.

34. All invoices and time records from outside consultants and/or experts to Towers or any of its predecessor entities or predecessors in interest relating to the Meriter v. Towers Federal Court Litigation and/or the Meriter v. Towers State Court Litigation.

35. Any and all internal or external documents and communications relating to settlement in the Class Action.

36. Any and all internal and external documents and communications relating to settlement (including but not limited to evaluation, negotiation, and finalization of settlement) in the Meriter v. Towers State Court Litigation.

37. A copy of the settlement agreement(s) that non-party Towers or any of its predecessor entities or predecessors in interest executed in the Class Action.

38. A copy of the settlement agreement that Towers or any of its predecessor entities or predecessors in interest executed in the Meriter v. Towers State Court Litigation.

39. Any and all settlement offers and/or proposals that Towers or any of its predecessor entities or predecessors in interest made or received in the Class Action, and any internal or external communications and documents concerning the settlement offers and/or proposals.

40. Any and all settlement offers and/or proposals that Towers or any of its predecessor entities or predecessors in interest made or received in the Meriter v. Towers State Court Litigation, and any internal or external communications and documents concerning the settlement offers and/or proposals.

41. Any and all settlement offers and/or proposals that Towers or any of its predecessor entities or predecessors in interest made or received in the Meriter v. Towers Federal Court Litigation, and any internal or external communications and documents concerning the settlement offers and/or proposals.

42. Any draft settlement agreement(s) in the Class Action.

43. Any draft settlement agreements in the Meriter v. Towers State Court Litigation and/or Meriter v. Towers Federal Court Litigation.

44. Documents and communications (internal or external, including but not limited to communications with outside counsel) relating to Towers' settlement in the Class Action; the negotiation of the settlement; whether or not to settle; the terms of the settlement; the reasons that supported or mitigated against settlement; and legal advice given to Towers by its internal or outside counsel regarding the settlement of the Class Action.

45. Communications, memoranda, analyses, and/or any other documents constituting or relating to advice given to Towers by its internal or outside counsel regarding the defense of the Meriter v. Towers State Court Litigation.

46. Documents and communications (internal or external, including but not limited to communications with outside counsel) relating to Towers' settlement in the Meriter v. Towers State Court Litigation; the negotiation of the settlement; whether or not to settle; the terms of the settlement; the reasons that supported or mitigated against settlement; and legal advice given to Towers by its internal or outside counsel regarding the settlement of the Meriter v. Towers State Court Litigation.

47. Documents, agreements and/or communications relating to Watson Wyatt Worldwide's acquisition of Davis, Conder, Enderle & Sloan, including the material terms of the agreement, when it occurred, and whether Watson Wyatt Worldwide expressly assumed the liabilities of Davis, Conder, Enderle & Sloan.

48. Documents, agreements, and/or communications relating to the combination of Towers Perrin and Watson Wyatt Worldwide, including the material terms of the agreement, when it occurred, and whether Towers Watson expressly assumed the liabilities of Watson Wyatt Worldwide and/or of the former Davis, Conder, Enderle & Sloan.

49. Any agreements, documents, and/or communications relating to Towers' or its predecessor entities' or predecessors in interest's agreement(s) (if any) to indemnify Gordon Enderle and/or the former Davis, Conder, Enderle & Sloan.

50. All internal and external communications and/or documents relating to Towers' knowledge that Morgan Lewis was representing Meriter in the Class Action.

51. All internal and external communications and/or documents relating to Towers' knowledge that Mr. Blumenfeld was representing Meriter in the Class Action.

52. All internal and external communications and/or documents about the role of Morgan Lewis in the Class Action, the Meriter v. Towers State Court Litigation, and/or the Meriter v. Towers Federal Court Litigation.

53. All internal and external communications and/or documents about Towers' consideration and/or acceptance of conflict waivers in Morgan Lewis engagement letters between 2010 and 2017.

54. All internal and external documents and communications concerning the decision to send a draft complaint to Morgan Lewis in May 2017.

55. All documents that relate to or otherwise evidence the damages that you allege to have sustained or any other relief you are seeking in this Action including, but not limited to, any documents describing the method you used to calculate or establish the amount of such damages or relief, and any and all internal or external reports, analyses, calculations, notes, opinions and/or reports of any kind that Plaintiff has used, consulted, considered, or relied upon, or that in any way assisted Plaintiff, in identifying and calculating each element of damage and/or dollar amount.

56. All documents referenced in footnote 2 of Plaintiff's Complaint.

57. Any and all documents that you intend to identify and/or introduce in the trial of this Action.

58. Any reports prepared by any expert retained or consulted by you for purposes of this Action.

59. All documents provided by any individual to any expert retained or consulted by Towers for use by the expert in preparing any reports.

Dated: November 9, 2017

By: s/Michael L. Banks
Michael L. Banks (ID # 35052)
Glen R. Stuart (ID # 41302)
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Attorneys for Defendants

I _____, subject to the penalties of 18 Pa. C.S.A. §4904, relating to unsworn falsification to authorities, state the attached answers and/or documents are submitted in response to the foregoing Requests for Production of Documents and that to the best of my knowledge, information and belief they are true and complete.

Signature

CERTIFICATE OF SERVICE

I, Michael M. Banks, hereby certify that a true and correct copy of the foregoing Defendants' First Set of Requests for Production of Documents Directed to Plaintiff was served by U.S. Mail and by e-mail on November 9, 2017 upon the following:

Richard A. Sprague, Esquire
Joseph R. Podraza, Jr., Esquire
jpodraza@spragueandsprague.com
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135 S. 19th Street
Philadelphia, PA 19103

Attorneys for Plaintiff Towers Watson Delaware, Inc.

s/Michael L. Banks

Michael L. Banks

Exhibit B

SPRAGUE & SPRAGUE

RICHARD A. SPRAGUE, ESQUIRE (ID. #04266)
JOSEPH R. PODRAZA, JR., ESQUIRE (ID. #53612)
PETER A. GREINER, ESQUIRE (ID. #81957)
WILLIAM H. TRASK, ESQUIRE (ID. #318229)

THE WELLINGTON BUILDING, SUITE 400
135 SOUTH 19TH STREET
PHILADELPHIA, PA 19103
(215) 561-7681

Attorneys for Plaintiff

TOWERS WATSON DELAWARE, INC.	:	IN THE COURT OF COMMON PLEAS
	:	PHILADELPHIA COUNTY
<i>Plaintiff,</i>	:	APRIL TERM, 2017
	:	
v.	:	No. 02096
	:	
MORGAN, LEWIS & BOCKIUS, LLP,	:	
	:	
-and-	:	
	:	
JEREMY P. BLUMENFELD, ESQUIRE	:	
	:	
<i>Defendants.</i>	:	

**PLAINTIFF’S RESPONSE TO DEFENDANTS’
REQUESTS FOR PRODUCTION OF DOCUMENTS**

Plaintiff, Towers Watson Delaware, Inc. (“Towers”) by and through its attorneys, Sprague & Sprague, pursuant to Pa. R.C.P. 4009.12 hereby objects and responds to Defendants’ Request for Production of Documents addressed to Plaintiff. Plaintiff reserves the right to supplement each and every objection and response in the future as may be deemed necessary in accordance with the Pennsylvania Rules of Civil Procedure.

GENERAL OBJECTIONS

Plaintiff expressly reserves the right to amend, modify or supplement its responses and/or to rely on additional information or documents based on further review of documents and information produced through discovery and plaintiff’s ongoing investigation. Plaintiff objects to each and every request for production of documents for the reasons set forth below:

1. Plaintiff objects to these requests for production of documents to the extent Defendants’ discovery requests seek information or a response which would disclose information that is protected by the attorney-client privilege, the attorney work product doctrine, or any other

applicable privilege or protection under the Pennsylvania Rules of Civil Procedure, statutory law or common law.

2. Plaintiff objects to these requests for production of documents to the extent Defendants' discovery requests seek information or a response which is beyond the scope of discovery permitted by the Pennsylvania Rules of Civil Procedure.

3. Plaintiff objects to these requests for production of documents to the extent Defendants' discovery requests are overly broad, unduly burdensome and seek information, responses, documents or things that are not relevant and not reasonably calculated to lead to the discovery of admissible evidence.

4. Plaintiff objects to these requests for production of documents to the extent Defendants' discovery requests seek information or responses for unspecified and/or indefinite periods of time on the grounds that such requests are overly broad, unduly burdensome and oppressive, not relevant and not reasonably calculated to lead to the discovery of admissible evidence.

5. Plaintiff objects to these requests for production of documents to the extent Defendants' discovery requests seek information or responses which are already in the possession of Defendants.

6. Plaintiff objects to these requests for production of documents to the extent Defendants' discovery requests seek information, responses or things that are overbroad and any attempt to respond would be unreasonably annoying, burdensome, expensive, harassing and/or oppressive.

7. Plaintiff objects to these requests for production of documents to the extent Defendants' discovery requests impose greater obligations upon plaintiffs than that imposed under the Pennsylvania Rules of Civil Procedure.

8. Plaintiff objects to these requests for production of documents to the extent that they seek information that is neither in the possession nor the control of Plaintiff.

Each of these general objections is incorporated into Plaintiff's specific responses to Defendants' discovery requests as if fully hereinafter set forth therein.

**PLAINTIFF'S RESPONSES TO DEFENDANTS' REQUESTS
FOR PRODUCTION OF DOCUMENTS**

1. All documents identified by you in response to Defendants' First Set of Interrogatories Directed to Plaintiff.

Plaintiff will seasonably provide any documents responsive to this request pursuant to appropriate confidentiality and/or claw-back agreements where such documents are not otherwise privileged or protected from discovery.

2. All documents upon which you relied in responding to Defendants' First Set of Interrogatories Directed to Plaintiff.

Objection. This request seeks information protected by the attorney-client privilege and/or the work-product doctrine.

3. Documents and communications (internal or external) from 2010 or later evidencing Towers' knowledge that Meriter was contemplating claims against Towers.

Objection. This request is overbroad and, as worded, seeks information protected by the attorney-client privilege and/or the work-product doctrine. Without waiving or limiting this objection, Plaintiff's counsel is available to confer with Defendants' counsel to discuss reasonably limiting this request in order that Plaintiff may seasonably supplement this response by producing documents if responsive documents exist and are not otherwise privileged or protected from discovery.

4. Copies of all research, analyses, communications, memoranda, and/or other documents (internal or external) relating to the proposed tolling agreement between Towers and Meriter from 2010 and later.

Objection. This request is unintelligible because it is not clear which, if any, tolling agreement is being referenced and, therefore, this deficiency prevents Plaintiff from responding. In addition, as worded, this request appears to seek information protected by the attorney-client privilege and/or the work-product doctrine. Without waiving or limiting this objection, Plaintiff's counsel is available to confer with Defendants' counsel to discuss reasonably limiting this request in order that Plaintiff may seasonably supplement this response by producing documents if responsive documents exist and are not otherwise privileged or protected from discovery.

5. Documents and communications (internal and external) from 2010 through 2013 relating to Towers' consideration of whether to execute a tolling agreement with Meriter.

Objection. This request is overbroad and, as worded, seeks information protected by the attorney-client privilege and/or the work-product doctrine. Without waiving or limiting this objection, Plaintiff's counsel is available to confer with Defendants' counsel to discuss reasonably limiting this request in order that Plaintiff may

seasonably supplement this response by producing documents if responsive documents exist and are not otherwise privileged or protected from discovery.

6. Copies of all research, analyses, communications, memoranda, and/or other documents (internal or external) from 2010 and later relating to the execution of the tolling agreement between Towers and Meriter.

Objection. This request is overbroad and, as worded, seeks information protected by the attorney-client privilege and/or the work-product doctrine. Without waiving or limiting this objection, Plaintiff's counsel is available to confer with Defendants' counsel to discuss reasonably limiting this request in order that Plaintiff may seasonably supplement this response by producing documents if responsive documents exist and are not otherwise privileged or protected from discovery.

7. Internal documents and communications between employees, agents, and/or in-house counsel of Towers or any of its predecessor entities or predecessors in interest concerning potential exposure to Meriter between 2010 and 2015 when the Meriter v. Towers State Court Action was filed.

Objection. This request is overbroad and, as worded, seeks information protected by the attorney-client privilege and/or the work-product doctrine. Without waiving or limiting this objection, Plaintiff's counsel is available to confer with Defendants' counsel to discuss reasonably limiting this request in order that Plaintiff may seasonably supplement this response by producing documents if responsive documents exist and are not otherwise privileged or protected from discovery.

8. All internal Towers communications concerning the Class Action.

Objection. This request, as worded, seeks information protected by the attorney-client privilege and/or the work-product doctrine. In addition, this request is overbroad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. Without waiving or limiting this objection, Plaintiff's counsel is available to confer with Defendants' counsel to discuss reasonably limiting this request in order that Plaintiff may seasonably supplement this response by producing documents if responsive documents exist and are not otherwise privileged or protected from discovery.

9. All communications between Towers and outside counsel concerning the Class Action.

Objection. This request seeks information protected by the attorney-client privilege and/or the work-product doctrine. In addition, this request is overbroad, unduly burdensome, and, as worded, seeks documents not reasonably calculated to lead to the discovery of admissible evidence. Without waiving or limiting this objection, Plaintiff's counsel is available to confer with Defendants' counsel to discuss reasonably limiting this request in order that Plaintiff may seasonably supplement this response by producing documents if responsive documents exist and are not otherwise privileged or protected from discovery.

10. All communications and documents between Towers and/or its agents and/or its attorneys (whether in-house or outside counsel), and Meriter and/or its agents and/or attorneys, concerning the Class Action.

Objection. This request is overbroad, unduly burdensome, and, as worded, seeks documents not reasonably calculated to lead to the discovery of admissible evidence. Without waiving or limiting this objection, Plaintiff's counsel is available to confer with Defendants' counsel to discuss reasonably limiting this request in order that Plaintiff may seasonably supplement this response by producing documents if responsive documents exist and are not otherwise privileged or protected from discovery.

11. All internal Towers communications and documents concerning the Meriter v. Towers State Court Litigation and/or the Meriter v. Towers Federal Court Litigation.

Objection. This request, as worded, seeks information protected by the attorney-client privilege and/or the work-product doctrine. In addition, this request is overbroad, unduly burdensome, and seeks documents not reasonably calculated to lead to the discovery of admissible evidence. Without waiving or limiting this objection, Plaintiff's counsel is available to confer with Defendants' counsel to discuss reasonably limiting this request in order that Plaintiff may seasonably supplement this response by producing documents if responsive documents exist and are not otherwise privileged or protected from discovery.

12. All communications between Towers and outside counsel concerning the Meriter v. Towers State Court Litigation and/or the Meriter v. Towers Federal Court Litigation.

Objection. This request seeks information protected by the attorney-client privilege and/or the work-product doctrine. In addition, this request is not reasonably calculated to lead to the discovery of admissible evidence. Without waiving or limiting this objection, Plaintiff's counsel is available to confer with Defendants' counsel to discuss reasonably limiting this request in order that Plaintiff may

seasonably supplement this response by producing documents if responsive documents exist and are not otherwise privileged or protected from discovery.

13. All communications between Towers and/or its agents and/or its attorneys, and Meriter and/or its agents and/or attorneys, concerning the Meriter v. Towers State Court Litigation and/or the Meriter v. Towers Federal Court Litigation.

Objection. This request is overbroad, unduly burdensome and not reasonably calculated to lead to the discovery of admissible evidence. Without waiving or limiting this objection, Plaintiff's counsel is available to confer with Defendants' counsel to discuss reasonably limiting this request in order that Plaintiff may seasonably supplement this response by producing documents if responsive documents exist and are not otherwise privileged or protected from discovery.

14. Documents and communications (internal and external) relating to Towers' role as a non-party witness in the Class Action, and/or as a source of non-party discovery (including but not limited to document production and depositions) in the Class Action.

Objection. This request, as worded, seeks information protected by the attorney-client privilege and/or the work-product doctrine. In addition, this request is overbroad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. Without waiving or limiting this objection, Plaintiff's counsel is available to confer with Defendants' counsel to discuss reasonably limiting this request in order that Plaintiff may seasonably supplement this response by producing documents if responsive documents exist and are not otherwise privileged or protected from discovery.

15. Internal and external documents and communications from 2010 forward relating to Towers' understanding of its role in advising Meriter about the creation of the Meriter pension plan and any potential liability on the part of Towers for its role in advising Meriter.

Objection. This request seeks information protected by the attorney-client privilege and/or the work-product doctrine. In addition, this request is overbroad, unduly burdensome and not reasonably calculated to lead to the discovery of admissible evidence. Without waiving or limiting this objection, Plaintiff's counsel is available to confer with Defendants' counsel to discuss reasonably limiting this request in order that Plaintiff may seasonably supplement this response by producing documents if responsive documents exist and are not otherwise privileged or protected from discovery.

16. Internal or external documents and communications from 2010 forward relating to Towers' understanding of Gordon Enderle's role in advising Meriter about the creation of the Meriter pension plan and any potential liability on the part of Towers for Gordon Enderle's role in advising Meriter.

Objection. This request seeks information protected by the attorney-client privilege and/or the work-product doctrine. In addition, this request is not reasonably calculated to lead to the discovery of admissible evidence. Without waiving or limiting this objection, Plaintiff's counsel is available to confer with Defendants' counsel to discuss reasonably limiting this request in order that Plaintiff may seasonably supplement this response by producing documents if responsive documents exist and are not otherwise privileged or protected from discovery.

17. All documents that relate to or otherwise evidence the potential or actual liability or exposure of Towers to Meriter because of the role of Towers (and/or its predecessor entities or predecessors in interest) in advising Meriter concerning the Meriter pension plan, including but not limited to any documents describing the method used to calculate or establish the amount of such liability, and any and all internal or external reports (in final format or in draft format), analyses, calculations, notes, and/or draft or final opinions of any kind that Plaintiff has used, consulted, considered, or relied upon, or that in any way assisted Plaintiff, in identifying and calculating such liability or exposure, from 2010 forward.

Objection. This request seeks information protected by the attorney-client privilege and/or the work-product doctrine. In addition, this request is overly broad, unduly burdensome and not reasonably calculated to lead to the discovery of admissible evidence. Without waiving or limiting this objection, Plaintiff's counsel is available to confer with Defendants' counsel to discuss reasonably limiting this request in order that Plaintiff may seasonably supplement this response by producing documents if responsive documents exist and are not otherwise privileged or protected from discovery.

18. Any and all draft and/or final expert (or consulting expert) reports, opinions, and/or analyses that Towers obtained from 2010 forward relating to the liability of Towers to Meriter in connection with the Meriter pension plan.

Objection. This request is overly broad as to time and not reasonably calculated to lead to the discovery of admissible evidence. In addition, this request seeks information protected by the attorney-client privilege and/or the work-product doctrine. Without waiving or limiting this objection, Plaintiff obtained no expert reports, opinions or analyses relating to Towers' liability to Meriter in connection with the Meriter pension plan prior to the commencement of Meriter's suit. Regarding any expert reports obtained by Plaintiff during the course of Meriter's suit, Plaintiff will seasonably supplement this response by producing documents that are not otherwise privileged or protected from discovery. See Pa. R.C.P. 4003.5.

19. Any confidentiality or protective order, stipulation, or agreement that Towers or any of its predecessor entities or predecessors in interest executed in the Class Action.

Objection. This request is not reasonably calculated to lead to the discovery of admissible evidence. Plaintiff further objects to the extent that these documents are already in the possession of the Defendants and are as readily available to the Defendants as the Plaintiff.

20. Any confidentiality or protective order, stipulation, or agreement that Towers or any of its predecessor entities or predecessors in interest executed in the Meriter v. Towers State Court Litigation.

Objection. This request is not reasonably calculated to lead to the discovery of admissible evidence.

21. Any confidentiality or protective order, stipulation, or agreement that Towers or any of its predecessor entities or predecessors in interest executed in the Meriter v. Towers Federal Court Litigation.

Objection. This request is not reasonably calculated to lead to the discovery of admissible evidence.

22. Any draft and/or final mediation statements, or any other memorandum, brief, or submission submitted by Towers or any of its predecessor entities or predecessors in interest in connection with mediation of the Meriter v. Towers State Court Litigation and/or the Meriter v. Towers Federal Court Litigation.

Objection. This request seeks information protected by the work-product doctrine. In addition, this request is not reasonably calculated to lead to the discovery of admissible evidence.

23. Each insurance policy or agreement of any kind that does or may provide any coverage for any of the damages/injuries alleged in this Action.

Plaintiff is currently reviewing documents and will seasonably supplement this response by producing any documents responsive to this request if such documents exist and are not otherwise privileged or protected from discovery.

24. Any and all communications between Towers and insurers concerning this Action.

Objection. This request seeks information protected by the work-product doctrine. Without waiving or limiting this objection, Plaintiff is currently reviewing documents and will seasonably supplement this response by producing any documents responsive to this request if such documents exist and are not otherwise privileged or protected from discovery.

25. Any and all communications between Towers and insurers concerning the Class Action.

Objection. This request seeks information protected by the work-product doctrine. In addition, this request is not reasonably calculated to lead to the discovery of admissible evidence. Without waiving or limiting this objection, Plaintiff is currently reviewing documents and will seasonably supplement this response by producing any documents responsive to this request if such documents exist and are not otherwise privileged or protected from discovery.

26. Any and all communications between Towers and insurers concerning the Meriter v. Towers State Court Litigation and/or the Meriter v. Towers Federal Court Litigation.

Objection. This request seeks information protected by the work-product doctrine. In addition, this request is not reasonably calculated to lead to the discovery of admissible evidence. Without waiving or limiting this objection, Plaintiff is currently reviewing documents and will seasonably supplement this response by producing any documents responsive to this request if such documents exist and are not otherwise privileged or protected from discovery.

27. Any and all notices of claims, litigation reports, analyses, and/or other documents and/or communications submitted by Towers to any insurance company or insurance companies concerning the Class Action, the Meriter v. Towers State Court Litigation, and/or the Meriter v. Towers Federal Court Litigation.

Objection. This request seeks information protected by the attorney-client privilege and/or the work-product doctrine. In addition, this request is not reasonably calculated to lead to the discovery of admissible evidence. Without waiving or limiting this objection, Plaintiff is currently reviewing documents and will seasonably supplement this response by producing any documents responsive to this request if such documents exist and are not otherwise privileged or protected from discovery.

28. Documents relating to any and all insurance payments that Towers or its predecessor entities or predecessors in interest received in connection with the settlement of the Class Action.

Objection. This request is not reasonably calculated to lead to the discovery of admissible evidence.

29. Documents and communications relating to any and all insurance payments that Towers or its predecessor entities or predecessors in interest received in connection with the settlement of the Meriter v. Towers State Court Litigation.

Objection. This request seeks information protected by the attorney-client privilege and/or the work-product doctrine. In addition, this request is not reasonably calculated to lead to the discovery of admissible evidence. Without waiving or limiting this objection, Plaintiff is currently reviewing documents and will seasonably supplement this response by producing any documents responsive to this request if such documents exist and are not otherwise privileged or protected from discovery.

30. The full record in the Meriter v. Towers State Court Litigation, including but not limited to all pleadings, briefs, motions, and orders filed by Towers, the Court, and/or other participants in that litigation as well as all discovery responses and documents produced.

Objection. This request is overbroad, unduly burdensome, and seeks documents not reasonably calculated to lead to the discovery of admissible evidence. Plaintiff further objects to the extent that these documents are already in the possession of the Defendants and/or are as readily available to the Defendants as the Plaintiff. Without waiving or limiting this objection, Plaintiff's counsel is available to confer with Defendants' counsel to discuss reasonably limiting this request in order that Plaintiff may seasonably supplement this response by producing documents if responsive documents exist and are not otherwise privileged or protected from discovery.

31. All invoices and time records from outside counsel to Towers or any of its predecessor entities or predecessors in interest relating to the Class Action.

Objection. This request seeks information protected by the attorney-client privilege and/or the work-product doctrine. In addition, this request is not reasonably calculated to lead to the discovery of admissible evidence.

32. All invoices and time records from outside counsel to Towers or any of its predecessor entities or predecessors in interest relating to the Meriter v. Towers Federal Court Litigation and/or the Meriter v. Towers State Court Litigation.

Objection. This request seeks information protected by the attorney-client privilege and/or the work-product doctrine. In addition, this request is not reasonably calculated to lead to the discovery of admissible evidence. Without waiving or limiting this objection, Plaintiff's counsel is available to confer with Defendants' counsel to discuss reasonably limiting this request in order that Plaintiff may seasonably supplement this response by producing documents if responsive documents exist and are not otherwise privileged or protected from discovery.

33. All invoices and time records from outside consultants and/or experts to Towers or any of its predecessor entities or predecessors in interest relating to the Class Action.

Objection. This request seeks information protected by the attorney-client privilege and work-product doctrine. In addition, this request is not reasonably calculated to lead to the discovery of admissible evidence.

34. All invoices and time records from outside consultants and/or experts to Towers or any of its predecessor entities or predecessors in interest relating to the Meriter v. Towers Federal Court Litigation and/or the Meriter v. Towers State Court Litigation.

Objection. This request seeks information protected by the attorney-client privilege and work-product doctrine. In addition, this request is not reasonably calculated to lead to the discovery of admissible evidence. Without waiving or limiting this objection, Plaintiff's counsel is available to confer with Defendants' counsel to discuss reasonably limiting this request in order that Plaintiff may seasonably supplement this response by producing documents if responsive documents exist and are not otherwise privileged or protected from discovery.

35. Any and all internal or external documents and communications relating to settlement in the Class Action.

Objection. This request seeks information protected by the attorney-client privilege and/or the work-product doctrine. In addition, this request is overbroad, unduly burdensome and not reasonably calculated to lead to the discovery of admissible evidence. Without waiving or limiting this objection, Plaintiff's counsel is available to confer with Defendants' counsel to discuss reasonably limiting this request in order that Plaintiff may seasonably supplement this response by producing documents if responsive documents exist and are not otherwise privileged or protected from discovery.

36. Any and all internal and external documents and communications relating to settlement (including but not limited to evaluation, negotiation, and finalization of settlement) in the Meriter v. Towers State Court Litigation.

Objection. This request seeks information protected by the attorney-client privilege and/or the work-product doctrine. In addition, this request is not reasonably calculated to lead to the discovery of admissible evidence.

37. A copy of the settlement agreement(s) that non-party Towers or any of its predecessor entities or predecessors in interest executed in the Class Action.

Objection. This request is not reasonably calculated to lead to the discovery of admissible evidence. Without waiving or limiting this objection, Plaintiff responds that it was not a party to the Class Action and, therefore, not a party to any settlement agreement executed in that action.

38. A copy of the settlement agreement that Towers or any of its predecessor entities or predecessors in interest executed in the Meriter v. Towers State Court Litigation.

The Settlement Agreement is subject to a confidentially agreement between the parties to that agreement. Plaintiff will seasonably supplement this response in

accordance with that agreement, subject to appropriate confidentiality and claw-back agreements with Defendants.

39. Any and all settlement offers and/or proposals that Towers or any of its predecessor entities or predecessors in interest made or received in the Class Action, and any internal or external communications and documents concerning the settlement offers and/or proposals.

Objection. This request seeks information protected by the attorney-client privilege and/or the work-product doctrine. In addition, this request is not reasonably calculated to lead to the discovery of admissible evidence. Without waiving or limiting this objection, Plaintiff responds that it was not a party to the Class Action. Without waiving or limiting this objection, Plaintiff's counsel is reviewing documents and will seasonably supplement this response by producing documents if responsive documents exist and are not otherwise privileged or protected from discovery.

40. Any and all settlement offers and/or proposals that Towers or any of its predecessor entities or predecessors in interest made or received in the Meriter v. Towers State Court Litigation, and any internal or external communications and documents concerning the settlement offers and/or proposals.

Objection. This request seeks information protected by the attorney-client privilege and/or the work-product doctrine. In addition, this request is not reasonably calculated to lead to the discovery of admissible evidence. Without waiving or limiting this objection, Plaintiff's counsel is available to confer with Defendants' counsel to discuss reasonably limiting this request in order that Plaintiff may seasonably supplement this response by producing documents if responsive documents exist and are not otherwise privileged or protected from discovery.

41. Any and all settlement offers and/or proposals that Towers or any of its predecessor entities or predecessors in interest made or received in the Meriter v. Towers Federal Court Litigation, and any internal or external communications and documents concerning the settlement offers and/or proposals.

Objection. This request seeks information protected by the attorney-client privilege and/or the work-product doctrine. In addition, this request is not reasonably calculated to lead to the discovery of admissible evidence. Without waiving or limiting this objection, Plaintiff responds that it neither made nor received any offers or proposals of settlement in the federal court litigation.

42. Any draft settlement agreement(s) in the Class Action.

Objection. This request is overbroad and, as worded, seeks information protected by the work-product doctrine. In addition, this request is not reasonably calculated to lead to the discovery of admissible evidence. Plaintiff further objects to the extent that these documents are already in the possession of the Defendants and are as readily or more readily available to the Defendants as the Plaintiff. To the extent this request seeks documents not in the possession, custody or control of Plaintiff, Plaintiff objects as this request is overbroad and would cause unreasonable annoyance, oppression, burden and expense to Plaintiff to respond to same. The burden of obtaining that information at this time would be substantially greater for Plaintiff than for Defendants, counsel in the Class Action. Without waiving or limiting these objections, Plaintiff responds that it was not party to the Class Action or any settlement agreement in the Class Action and did not prepare, execute or review any draft settlement agreement(s) in the Class Action, and any information responsive to this request would be in the possession of those parties or their counsel, including Defendants.

43. Any draft settlement agreements in the Meriter v. Towers State Court Litigation and/or Meriter v. Towers Federal Court Litigation.

Objection. This request seeks information protected by the work-product doctrine and the attorney-client privilege. In addition, this request is not reasonably calculated to lead to the discovery of admissible evidence.

44. Documents and communications (internal or external, including but not limited to communications with outside counsel) relating to Towers' settlement in the Class Action; the negotiation of the settlement; whether or not to settle; the terms of the settlement; the reasons that supported or mitigated against settlement; and legal advice given to Towers by its internal or outside counsel regarding the settlement of the Class Action.

Objection. This request seeks information protected by the attorney-client privilege and/or the work-product doctrine. In addition, this request is not reasonably calculated to lead to the discovery of admissible evidence. Plaintiff further objects to the extent that these documents are already in the possession of the Defendants and

are as readily or more readily available to the Defendants as the Plaintiff. Without waiving or limiting these objections, Plaintiff responds that it was not party to the Class Action or to any settlement in the Class Action and any documents responsive to this request would be in the possession, custody or control of those parties or their counsel, including Defendants.

45. Communications, memoranda, analyses, and/or any other documents constituting or relating to advice given to Towers by its internal or outside counsel regarding the defense of the Meriter v. Towers State Court Litigation.

Objection. This request seeks information protected by the attorney-client privilege and/or the work-product doctrine. In addition, this request is not reasonably calculated to lead to the discovery of admissible evidence.

46. Documents and communications (internal or external, including but not limited to communications with outside counsel) relating to Towers' settlement in the Meriter v. Towers State Court Litigation; the negotiation of the settlement; whether or not to settle; the terms of the settlement; the reasons that supported or mitigated against settlement; and legal advice given to Towers by its internal or outside counsel regarding the settlement of the Meriter v. Towers State Court Litigation.

Objection. This request seeks information protected by the attorney-client privilege and/or the work-product doctrine. In addition, this request is not reasonably calculated to lead to the discovery of admissible evidence.

47. Documents, agreements and/or communications relating to Watson Wyatt Worldwide's acquisition of Davis, Conder, Enderle & Sloan, including the material terms of the agreement, when it occurred, and whether Watson Wyatt Worldwide expressly assumed the liabilities of Davis, Conder, Enderle & Sloan.

Objection. This request seeks information protected by the attorney-client privilege and/or the work-product doctrine. In addition, this request is overbroad, unduly burdensome and not reasonably calculated to lead to the discovery of admissible evidence. Without waiving or limiting this objection, Plaintiff's counsel is available to confer with Defendants' counsel to discuss reasonably limiting this request in order that Plaintiff may seasonably supplement this response by producing

documents if responsive documents exist and are not otherwise privileged or protected from discovery.

48. Documents, agreements, and/or communications relating to the combination of Towers Perrin and Watson Wyatt Worldwide, including the material terms of the agreement, when it occurred, and whether Towers Watson expressly assumed the liabilities of Watson Wyatt Worldwide and/or of the former Davis, Conder, Enderle & Sloan.

Objection. This request seeks information protected by the attorney-client privilege and/or the work-product doctrine. In addition, this request is overbroad, unduly burdensome and not reasonably calculated to lead to the discovery of admissible evidence. Without waiving or limiting this objection, Plaintiff's counsel is available to confer with Defendants' counsel to discuss reasonably limiting this request in order that Plaintiff may seasonably supplement this response by producing documents if responsive documents exist and are not otherwise privileged or protected from discovery.

49. Any agreements, documents, and/or communications relating to Towers' or its predecessor entities' or predecessors in interest's agreement(s) (if any) to indemnify Gordon Enderle and/or the former Davis, Conder, Enderle & Sloan.

Objection. This request seeks information protected by the attorney-client privilege and/or the work-product doctrine. In addition, this request is not reasonably calculated to lead to the discovery of admissible evidence. Without waiving or limiting this objection, Plaintiff's counsel is available to confer with Defendants' counsel to discuss reasonably limiting this request in order that Plaintiff may seasonably supplement this response by producing documents if responsive documents exist and are not otherwise privileged or protected from discovery.

50. All internal and external communications and/or documents relating to Towers' knowledge that Morgan Lewis was representing Meriter in the Class Action.

Objection. This request seeks information protected by the attorney-client privilege and/or the work-product doctrine. In addition, this request is overly broad, unduly burdensome and not reasonably calculated to lead to the discovery of admissible evidence. Without waiving or limiting this objection, Plaintiff's counsel is available to confer with Defendants' counsel to discuss reasonably limiting this request in order that Plaintiff may seasonably supplement this response by producing documents if responsive documents exist and are not otherwise privileged or protected from discovery.

51. All internal and external communications and/or documents relating to Towers' knowledge that Mr. Blumenfeld was representing Meriter in the Class Action.

Objection. This request seeks information protected by the attorney-client privilege and/or the work-product doctrine. In addition, this request is overly broad and unduly burdensome and not reasonably calculated to lead to the discovery of admissible evidence. Without waiving or limiting this objection, Plaintiff's counsel is available to confer with Defendants' counsel to discuss reasonably limiting this request in order that Plaintiff may seasonably supplement this response by producing documents if responsive documents exist and are not otherwise privileged or protected from discovery.

52. All internal and external communications and/or documents about the role of Morgan Lewis in the Class Action, the Meriter v. Towers State Court Litigation, and/or the Meriter v. Towers Federal Court Litigation.

Objection. This request seeks information protected by the attorney-client privilege and/or the work-product doctrine. In addition, this request is overly broad, unduly burdensome and not reasonably calculated to lead to the discovery of admissible evidence. Without waiving or limiting this objection, Plaintiff's counsel is available to confer with Defendants' counsel to discuss reasonably limiting this request in order that Plaintiff may seasonably supplement this response by producing documents if responsive documents exist and are not otherwise privileged or protected from discovery.

53. All internal and external communications and/or documents about Towers' consideration and/or acceptance of conflict waivers in Morgan Lewis engagement letters between 2010 and 2017.

Objection. This request seeks information protected by the attorney-client privilege and/or the work-product doctrine. Plaintiff further objects to the extent that these documents are already in the possession of the Defendants and/or are as readily available to the Defendants as the Plaintiff. Without waiving or limiting this objection, Plaintiff's counsel is available to confer with Defendants' counsel to discuss reasonably limiting this request in order that Plaintiff may seasonably supplement this response by producing documents if responsive documents exist and are not otherwise privileged or protected from discovery.

54. All internal and external documents and communications concerning the decision to send a draft complaint to Morgan Lewis in May 2017.

Objection. This request seeks information protected by the attorney-client privilege and/or the work-product doctrine. In addition, this request seeks evidence of settlement negotiations between Plaintiff and Defendants in this case and is not reasonably calculated to lead to the discovery of admissible evidence.

55. All documents that relate to or otherwise evidence the damages that you allege to have sustained or any other relief you are seeking in this Action including, but not limited to, any documents describing the method you used to calculate or establish the amount of such damages or relief, and any and all internal or external reports, analyses, calculations, notes, opinions and/or reports of any kind that Plaintiff has used, consulted, considered, or relied upon, or that in any way assisted Plaintiff, in identifying and calculating each element of damage and/or dollar amount.

Objection. This request seeks information protected by the attorney-client privilege and/or the work-product doctrine. Without waiving or limiting this objection, Plaintiff is currently reviewing documents and will seasonably supplement this response by producing any documents responsive to this request if such documents exist and are not otherwise privileged or protected from discovery.

56. All documents referenced in footnote 2 of Plaintiff's Complaint.

Plaintiff objects to the extent that these documents are already in the possession of the Defendants and/or are as readily available to the Defendants as the Plaintiff. Without waiving or limiting this objection, see attached documents. (Bates Nos. TW00001 – TW00249)

57. Any and all documents that you intend to identify and/or introduce in the trial of this Action.

Plaintiff is currently reviewing documents and will seasonably supplement this response by producing any documents responsive to this request where such documents exist and are not otherwise privileged or protected from discovery.

58. Any reports prepared by any expert retained or consulted by you for purposes of this Action.

Objection. This request seeks information beyond the scope of permissible expert discovery pursuant to Pa.R.C.P. 4003.5(a)(3).

59. All documents provided by any individual to any expert retained or consulted by Towers for use by the expert in preparing any reports.

Objection. This request seeks information beyond the scope of permissible expert discovery pursuant to Pa.R.C.P. 4003.5(a)(4). In addition, this request seeks information protected by the work-product doctrine.

SPRAGUE & SPRAGUE

By: s/ William H. Trask
RICHARD A. SPRAGUE, ESQUIRE
JOSEPH R. PODRAZA, JR., ESQUIRE
PETER A. GREINER, ESQUIRE
WILLIAM H. TRASK, ESQUIRE
The Wellington Building - Suite 400
135 South 19th Street
Philadelphia, PA 19103
(215) 561-7681

Dated: December 18, 2017

Counsel for Plaintiff Towers Watson Delaware, Inc.

Exhibit C

Wigglesworth, Catherine

From: William H. Trask <wtrask@spragueandsprague.com>
Sent: Wednesday, August 01, 2018 8:34 AM
To: Wigglesworth, Catherine
Cc: 'Brooke Spigler Cohen'; 'Joe Podraza'; Heim, Robert
Subject: Towers v. Morgan Lewis (document search)

Catherine,

As we discussed at our last meeting, below are the search terms and the corresponding numbers of documents as to each.

<u>Search Term</u>	<u>Documents</u>
Engage*	86,548
Retain*	76,619
agree*	326,932
conflict*	48,027
waive*	43,280
represent*	117,360
advers*	28,774
meriter	16,612
uhlaw	220
buckley	2,869
holmes	3,826
"nixon peabody"	1,726
morgan	35,617
enderle	4,935
liab* and Meriter	7,846
settle* and Meriter	7,015
insur* and Meriter	6,273
meriter	15,816
Total	581,406

If you would like to discuss any specific proposals to limit terms or to target particular terms to specific time periods, etc., please feel free to give me a call. Otherwise, I'll await your revised proposed terms and/or parameters, and we can go from there.

Thanks,

Will

William H. Trask, Esq.
Sprague & Sprague
The Wellington Building, Suite 400
135 S. 19th Street
Philadelphia, PA 19103
215-561-7681
215-561-6913 (fax)
WTrask@spragueandsprague.com

Exhibit D

Masters, Jeffrey

From: William H. Trask <wtrask@spragueandsprague.com>
Sent: Friday, September 14, 2018 2:20 PM
To: Wigglesworth, Catherine
Cc: Masters, Jeffrey; 'Brooke Spigler Cohen'; 'Pete Greiner'; 'Joe Podraza'; Heim, Robert
Subject: Towers v. Morgan (revised search term hit counts)

Catherine,

This table identifies the number of hits by search term (compared to the original term and corresponding hits) which all together presently total about 60K. Have a great weekend, and I look forward to talking with you and Jeff on Monday at 2:00.

Thanks, Will

	Original Search Term	Original Term Hits	Revised Term	Revised Term Hits
(1)	Engage*	86,548	engage* AND (Morgan OR ML*) AND Meriter	1,477
(2)	Retain*	76,619	retain* AND (Morgan OR ML*) AND Meriter	1,592
(3)	agree*	326,932	agree* AND (Morgan OR ML*) AND Meriter	2,665
(4)	conflict*	48,027	conflict* AND (Morgan OR ML*)	8,917
(5)	waive*	43,280	waive* AND (Morgan OR ML*)	9,959
(6)	represent*	117,360	represent* AND (Morgan OR ML*) AND Meriter	1,950
(7)	advers*	28,774	advers* AND (Morgan OR ML*)	5,668
(8)	meriter	16,612	*****OMIT*****	
(9)	*uhlaw*	220	*uhlaw*	220
(10)	buckley	2,869	buckley	2,869
(11)	holmes	3,826	holmes	3,826
(12)	"nixon peabody"	1,726	"nixon peabody"	1,726
(13)	morgan	35,617	*****OMIT*****	
(14)	enderle	4,935	*****OMIT*****	
(15)	liab* and Meriter	7,846	liab* and Meriter	7,846
(16)	settle* and Meriter	7,015	settle* and Meriter	7,015
(17)	insur* and Meriter	6,273	insur* and Meriter	6,273
(18)	*meriter*	15,816	*****OMIT*****	

William H. Trask, Esq.

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WTrask@spragueandsprague.com

Exhibit E

Morgan Lewis

Glen R. Stuart

Partner
+1.215.963.5883
glen.stuart@morganlewis.com

February 17, 2017

FAX (608 267 4153)

Honorable Frank D. Remington
Dane County Circuit Court, Branch 8
Dane County Courthouse
215 S. Hamilton Street, Room 4103
Madison, WI 53703

Re: Meriter Health Services Inc. v. Godfrey & Kahn SC, et al., Case No. 15CV28

Dear Judge Remington:

On behalf of non-parties, Morgan, Lewis & Bockius LLP ("Morgan Lewis") and Jeremy Blumenfeld ("Attorney Blumenfeld"), this letter provides an update on our response to Your Honor's February 2 and February 10 Orders. This letter supplements our February 8, 2017 and February 10, 2017 letters that we faxed to Your Honor.

Since receipt of the February 2 and February 10 Orders, we have dedicated significant resources to meeting the deadlines set forth in the Orders. By way of an update to the scope of the effort addressed in our February 8 and February 10 letters, Morgan Lewis has used 38 attorneys who have spent more than 1,140 hours in the process of reviewing and producing the file. The details of our production are set forth fully in the enclosed Chronology. However, by way of summary, we offer the following:

1. Three productions of electronically stored information ("ESI") totaling 104,022 documents with 1,045,290 pages (Bates Nos. ML000000001 to ML001045290). This ESI production is the equivalent of approximately 209 bankers' boxes of hard copy documents.
2. The eRoom production (via shipped hard drive) containing 22,714 documents with 90,856 pages of data. This is the equivalent of approximately 18 bankers' boxes of documents.
3. Three hard copy productions out of our Philadelphia and Chicago offices totaling 42 bankers' boxes of documents.

With the exception of 5 boxes of hard copy documents from our Chicago office, which will be shipped by our vendor today and delivered to Meriter's counsel on Tuesday (due to Presidents' Day

Morgan, Lewis & Bockius LLP

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United States

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📠 +1.215.963.5001

Honorable Frank D. Remington
February 17, 2017
Page 2

on Monday), we have completed this extensive production. In total, the production will be the equivalent of nearly 270 bankers' boxes of documents.

Respectfully,



Glen R. Stuart

Enclosure

Chronology of Production

ESI Production 1 – February 8, 2017

We produced 49,412 documents consisting of 435,045 pages [Bates Nos. ML000000001 to ML000435045] and 1,259 native files on February 8, 2017. That production included materials from FileSite (i.e., the Firm's file management system), key custodians' e-mails, and documents from Attorney Blumenfeld's and Attorney Russell's hard drives.

ESI Production 2 – February 14, 2017

We produced 38,646 documents consisting of 387,867 pages [Bates Nos. ML000435046 to ML000822912] and 1,298 native documents on February 14, 2017. That production included materials from FileSite, billing invoices, key custodians' e-mails, and documents from Attorney Blumenfeld's, Attorney Russell's, and Attorney Sturgeon's hard drives.

ESI Production 3 – February 16, 2017

We produced 15,964 documents consisting of 222,378 pages [Bates Nos. ML000822913 to ML001045290] and 2,025 native documents on February 16, 2017. That production included materials from FileSite, billing invoices, key custodians' e-mails, and documents from Attorney Blumenfeld's, Attorney Russell's, and Attorney Sturgeon's hard drives.

eRoom Hard Drive – February 15/16, 2017

The eRoom Hard Drive was shipped out of our Philadelphia office on February 15, 2017 and received by Nixon Peabody on February 16, 2017. This production contained 22,714 documents consisting of 90,856 pages of data.

Hard Copy Productions – February 16, 2017 (and February 17/21, 2017)

We shipped 21 boxes of hard copy documents out of our Philadelphia office on February 16, 2017 which were received by Nixon Peabody on February 17, 2017. We delivered 13 boxes of hard copy documents from our Chicago office to Meriter's counsel in Chicago on February 16, 2017. In addition, we will deliver 3 boxes of hard copy documents from our Chicago office to Meriter's counsel in Chicago on February 17, 2017. Lastly, the final 5 boxes of hard copy documents from our Chicago office will be shipped from our vendor on February 17, 2017 and delivered to Nixon Peabody no later than February 21, 2017 (due to the Presidents' Day holiday on February 20, 2017).

Exhibit F

ROBERT C. HEIM

robert.heim@dechert.com
+1 215 994 2570 Direct
+1 215 655 2570 Fax

September 18, 2018

VIA EMAIL AND HAND DELIVERY

Joseph R. Podraza, Jr.
Sprague & Sprague
Wellington Building
135 S. 19th St Ste. 400
Philadelphia, PA 19103

Re: *Towers Watson Delaware, Inc. v. Morgan, Lewis & Bockius LLP*, April Term 2017, No. 02096 (Com. Pl. Phila. Cnty.)

Dear Joe:

I write to memorialize the various discussions that you and I have had, and that Will and Catherine have had, regarding discovery. You and I discussed that you would produce privilege logs for the custodians identified as having knowledge of the grant of conflict waivers (Matt Furman, Mandy Scandlen, Cindy Boyle, Neil Falis, and Rian Miller) this week, possibly by midweek. Will has told Catherine that the logs will be produced by the end of the week or, at the latest, the beginning of next week. There already has been a lot of slippage here. These logs need to be produced this week to facilitate our discussion of whether we can resolve the issues relating to the documents that are the subject of your appeal.

Catherine and Will also discussed the proposed search terms. Initially, the search terms we proposed resulted in over 580,000 hits. In the spirit of cooperation, we agreed to work with you on the search terms, and proposed revised terms that resulted in roughly 60,000 hits. Even if each of these hits resulted in identifying a unique responsive document (which we doubt, since many documents likely contain multiple search terms), this simply is not a large set of documents for a case like this one. Towers Watson Delaware Inc. ("Towers") brought a \$30 million claim against Morgan, Lewis & Bockius LLP ("Morgan"). The allegations involve two other separate cases and conduct over a period of 7 years involving multiple custodians. Given the size of this litigation, 60,000 documents is eminently reasonable and certainly not unduly burdensome to produce. For context, I note that Morgan itself produced over 127,000 documents in *Meriter Health Services Inc. v. Godfrey & Kahn SC*, when Morgan was not even a party to the matter (and did so in a matter of weeks).

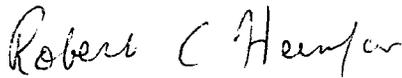
As Catherine conveyed on her call with Will and Brooke yesterday, if you wish, we are willing to (i) agree that you can run searches for presumptively privileged documents in the set of

documents responsive to these search terms that need not be produced, subject to placing them on a privilege log, and (ii) enter into a clawback agreement whereby you can “claw back” any inadvertently-produced privileged documents. Together, these measures should obviate the need for you to review all of these documents for privilege prior to production. Additionally, as Catherine proposed on her call with Will, if the syntax of the searches proves logistically difficult, we are amenable to having Towers run searches for the terms “Morgan,” “Meriter,” “uhlaw,” “Buckley,” “Holmes,” and “Nixon Peabody.” We do not think, however, that it would be productive to spend additional time attempting to reduce this already-reasonable volume of documents through more granular search terms. Morgan served its document requests on November 7, 2017. Towers itself first proposed the search terms under discussion more than six months ago (including “Meriter” and “Morgan”), and we have been trying to work with you on revised search terms for two months now. The delay in getting Towers’ document discovery started is prejudicing our defense of the case.

As you know, we have a January discovery deadline. Even if the parties agree to extend the deadline, there is no guarantee that the court will grant an extension. If you have a concrete proposal to make that you think is reasonable and should satisfy us, we will consider it, but if we cannot reach agreement on search terms and timing for your next production by the end of the week, we will be forced to file a motion.

Finally, I understand that Will has requested confirmation in writing on two issues related to Morgan’s production of “new business intake” documents. Following up on that discussion, we confirm that we did not withhold any documents in their entirety on the basis of privilege. We also confirm that Morgan does not maintain written policies or procedures relating to new business intake.

Sincerely,



Robert C. Heim

cc: William H. Trask (via email)

Exhibit G

Wigglesworth, Catherine

From: Brooke Spigler <bspigler.esq@gmail.com>
Sent: Friday, September 21, 2018 7:46 AM
To: Heim, Robert
Cc: bspiglercohen@spragueandsprague.com; wtrask@spragueandsprague.com; jpodraza@spragueandsprague.com; Wigglesworth, Catherine
Subject: Re: Towers v. Morgan Lewis

Bob,

Yes, you will hear from us by the end of the day Tuesday.

Thank you,

Brooke

On Sep 20, 2018, at 3:38 PM, Heim, Robert <robert.heim@dechert.com> wrote:

Of course Brooke. Given the Holidays, we will await your response. I hope I conveyed in my letter that we are not adverse to considering a proposal by you to narrow the universe but, if we can't agree on terms promptly, the 60,000 is not unreasonable in a case of this magnitude, especially given that you can use your own search terms on that universe which would eliminate the need to review each document individually. Also, you will recall that we have a confidentiality protective order in place.

Since you may not be able to talk to your client until the end of this week, can we agree we will hear from you by the end of the day Tuesday?

Thanks

Robert C. Heim
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direct: +1.215.994-2570
fax: +1.215.655-2570
robert.heim@dechert.com
www.dechert.com

From: Brooke Spigler Cohen [<mailto:bspiglercohen@spragueandsprague.com>]
Sent: Thursday, September 20, 2018 11:20 AM
To: Heim, Robert <robert.heim@dechert.com>
Cc: 'William H. Trask' <wtrask@spragueandsprague.com>; jpodraza@spragueandsprague.com;
Wigglesworth, Catherine <catherine.wigglesworth@dechert.com>
Subject: Towers v. Morgan Lewis

Bob,

We were surprised when we learned from Catherine on Monday that Morgan was suggesting reversing course on what we understood you and Joe had agreed, that the 60,000 documents resulting from the

most recent search was still excessive and that the parties should work together to further refine the ESI searches and reduce the results to a reasonable number of hits. Catherine was going to relay to you and Morgan our conversation and, because Will and I would be out of the office for the Jewish Holiday, follow up with us sometime today to discuss next steps with the hope that we could work out search terms and time frames. Both Will and I were out of the office in observance of the Jewish holiday yesterday and when your letter was sent late Tuesday threatening a motion to compel, and Joe has been and will be out of pocket with an all-day court appearance yesterday and deposition today, so we have not had an opportunity to discuss your letter and proposal internally or with our client and may not be in a position to do so before the end of the week. We appreciate your courtesies under the circumstances.

Thank you,

Brooke

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CERTIFICATE OF COMPLIANCE

I certify that this filing complies with the provisions of the *Case Records Public Access Policy of the Unified Judicial System of Pennsylvania* that requires filing confidential information and documents differently than non-confidential information and documents.

/s/ Jeffrey J. Masters
Jeffrey J. Masters
Pa. ID No. 322439