



IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA

FILED

JUL 18 1986

CLERK, U. S. DISTRICT COURT
DISTRICT OF COLUMBIA

TURNER & NEWALL, PLC.,

Plaintiff,

v.

AMERICAN MUTUAL LIABILITY
INSURANCE COMPANY,

Defendant and
Third-Party Plaintiff,

v.

INSURANCE COMPANY OF
NORTH AMERICA,

Third-Party Defendant.

Civil Action No. 82-1339

(Judge Flannery)

MEMORANDUM OF UNR INDUSTRIES IN PARTIAL
OPPOSITION TO AMERICAN MUTUAL'S
MOTION FOR ADDITIONAL TIME TO RESPOND

UNR Industries, Inc., ("UNR") submits this memorandum in partial opposition to the motion of American Mutual Liability Insurance Company ("American Mutual") for additional time to respond to UNR's motion to modify this Court's June 15, 1983 protective order.

1. UNR timely moved to intervene in this action, prior to the July 11, 1986 stipulation affecting American Mutual and INA. Furthermore, American Mutual has been ordered by the Honorable Edward B. Toles of the United States Bankruptcy Court for the Northern District of Illinois not to

destroy any document in this action.* / Accordingly, this Court, which retains authority over the materials to which access has been requested by UNR, has the ability to modify the June 15, 1983 Protective Order in the manner requested by UNR, and should not allow American Mutual to create unnecessary delay.

2. As set forth in American Mutual's motion for enlargement of time, UNR indicated it would consent to a limited enlargement of time for American Mutual to respond to UNR's motions. UNR indicated that it would agree to this enlargement in order to accommodate the vacation schedule of Stuart Parker, one of American Mutual's attorneys. Mr. Parker returns from vacation on July 17, 1986. By agreeing to enlarge the time for responding until July 24, 1986, UNR has provided Mr. Parker a week in which to respond to UNR's motions.

3. UNR's return date of July 24, 1986 has significance to pending litigation between American Mutual and UNR. A status hearing in the litigation between these parties in the Northern District of Illinois has been set for July 25, 1986 at 10:00 a.m. before Judge Toles in Chicago. At the status hearing, Judge Toles expects to address various issues, including the availability to UNR of the pleadings and other

* / See Order attached hereto, also attached as Exhibit D to UNR's memorandum in support of its motion to modify this Court's June 15, 1986 protective order.

materials to which UNR has sought access pursuant to its motion to modify this Court's June 1983 Protective Order.

4. In short, because of the pendency of the status hearing, UNR is entitled to know American Mutual's position on UNR's motion to modify prior to being required to address those issues before Judge Toles at 10:00 a.m. on July 25. Accordingly, UNR indicated it would agree to an enlargement up to 6:00 p.m. on July 24, 1986, so that it would be apprised of American Mutual's position before addressing Judge Toles. This enlargement would also accommodate American Mutual, specifically Mr. Parker's vacation schedule.

5. However, UNR opposes an enlargement until July 30, 1986, as requested by American Mutual. In light of the status hearing in Chicago on July 25, 1986, American Mutual has shown no compelling reason for an enlargement to July 30, 1986, which is nearly two weeks after Mr. Parker returns from vacation.

6. Under these circumstances, American Mutual has had, and will have, adequate time in which to respond to UNR's request. American Mutual has been aware for several months of UNR's request to modify the June 1983 protective order. UNR sought American Mutual's consent to the very slight modification of the protective order UNR has proposed. American Mutual refused to consent, thus requiring UNR to file its motion in this Court. American Mutual, of course, was

informed that, absent consent to UNR's reasonable request, the instant motion would follow.

7. UNR's motion to modify protective order is a straightforward and narrow request. American Mutual's response to UNR's limited request should not require an extensive pleading. Indeed, UNR submits that there is no reasonable basis for opposing the requested modification, since it only affects pleadings and discovery materials actually filed in this action.

8. Finally, inasmuch as UNR is seeking to reorganize pursuant to Chapter 11 of the United States Bankruptcy Code, and particularly given the status hearing scheduled before Judge Toles on July 25, 1986, American Mutual should not be granted an unnecessarily lengthy extension of time to prepare a response. A grant of an extension to the close of business on July 24, 1986, would be more than sufficient for American Mutual to prepare and serve its response.

WHEREFORE, for the reasons stated above, UNR respectfully requests that this Court order American Mutual to file its response to UNR's motion to modify protective order and

motion for leave to intervene no later than the close of
business on July 24, 1986.

Respectfully submitted,

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July 17, 1986

CERTIFICATE OF SERVICE

I, Bruce D. Ryan, a member of the bar of this Court, hereby certify that true copies of the foregoing "Memorandum of UNR Industries in Partial Opposition to American Mutual's Motion for Additional Time to Respond," with accompanying proposed order, were this 17th day of July, 1986 delivered by hand to the following:

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