



Haddon, Morgan and Foreman, P.C.
Laura A. Menninger

150 East 10th Avenue
Denver, Colorado 80203
PH 303.831.7364 FX 303.832.2628
www.hmflaw.com
lmenninger@hmflaw.com

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Via ECF

Hon. John G. Koeltl
United States District Court
Southern District of New York
500 Pearl Street, Room 1940
New York, New York 10007-1312

Re: *Sarah Ransome v. Jeffrey Epstein, et al.*, 17-cv-00616 (JGK)

Dear Judge Koeltl:

I write in response to Plaintiff's request for a Local Civil Rule 37.2 pre-motion conference.

On Monday of this week, the parties engaged in their first all-counsel telephonic conference regarding the scheduling of depositions, in particular the deposition of Ms. Maxwell. On Tuesday, Ms. McCawley for Plaintiff wrote and offered a Maxwell deposition date of November 8 in New York, requesting a response "by close of business today." At 4:36 p.m. that day, undersigned counsel accepted the date of November 8 and the location of New York. *See* Ex. 1 (emails of counsel). Six hours later, Mr. Boies for Plaintiff changed that offer, stating that Ms. Maxwell had to be deposed on November 7 and Plaintiff (who previously all agreed would be deposed November 5) must be moved to November 8. He offered no explanation as to why Ms. Ransome needed to be rescheduled nor has there ever been a discussion with undersigned regarding any demand to have all defendants deposed *prior* to plaintiff. Ms. Maxwell and her counsel remain available to travel to New York for the depositions the week of November 5 – both Ms. Ransome's on November 5th or 7th and Ms. Maxwell's on November 8 as proposed by Plaintiff. Indeed as all parties and their counsel are scheduled to be in New York for the mediation on November 9, having several depositions that week promotes efficiency and cost-reduction for all parties.¹

Unfortunately, what should be a simple and routine matter of scheduling party depositions has reached this impasse. Plaintiff's recitation of the history of attempts to schedule the depositions omits significant points. Plaintiff served deposition notices on August 10 for all parties without consultation as to their availability in violation of Local Civil Rule 26.4; counsel for Ms. Maxwell informed them that she was unavailable for August 28.² Undersigned counsel offered a phone

¹ Counsel and the parties are spread across the U.S. and Europe.

² On August 28, undersigned counsel was in a previously scheduled two day motions hearing in the U.S. District Court for the District of Colorado, Case Number 16-cr-00347-WYD.

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conference for all counsel to schedule available dates; Plaintiff never responded. On September 4, undersigned counsel offered October 9 and 10th for Ms. Maxwell's deposition; Plaintiff never responded. Instead, more than 3 weeks later, Plaintiff's counsel served a second deposition notice for Ms. Maxwell for October 15, in violation of Local Civil Rule 26.4. Again, undersigned counsel notified Plaintiff that she is unavailable for October 15 due to previously scheduled depositions and offered new dates of October 23-25 in London where both Ms. Maxwell and her counsel have previously scheduled work commitments. Plaintiff "accepted" the date of October 25 but demanded that the location be New York, where neither counsel nor Ms. Maxwell will be present.

Plaintiff never communicated to undersigned that her agreement to Ms. Ransome's deposition in New York on November 5 was somehow contingent upon completion of her deposition of defendants by then. Indeed, as the attached shows, Ms. McCawley expressly offered, and counsel for Maxwell accepted, a deposition date for Ms. Maxwell after Plaintiff's. Likewise, counsel is unaware of any authority for making one party's deposition date contingent upon another's. Ms. Maxwell is not the party who has noticed Ms. Ransome's deposition nor scheduled the dates. Again, a simple call with counsel for all parties, with their client's and counsel's availability known to the call participants, could resolve all of these issues.

Unfortunately, yesterday, Plaintiff's counsel for the third time served a deposition notice to Ms. Maxwell with a date and location she knows does not work and ignored the agreement she had already reached for a different date and time. Local Rule 26.4 states the obvious: counsel must "cooperate with each other...in all phases of the discovery process and to be courteous in their dealings with each other including *in matters related to scheduling and timing of various discovery procedures*." Counsel for Maxwell simply requests that the Court enforce the agreement of the parties, memorialized in the attached email, that the deposition for Ms. Maxwell occur in New York on November 8, 2018. Counsel has not stated they are unavailable on that date, to the contrary, they proposed the date and location and Ms. Maxwell accepted. There is no good faith basis to now serve a deposition notice for another date and location other than that proposed.

Counsel for Ms. Maxwell respectfully requests a telephone conference with the Court for purposes of resolving the matter without the need for the filing of a motion.

Respectfully submitted,

HADDON, MORGAN AND FOREMAN, P.C.

/s/ Laura A. Menninger
 Laura A. Menninger

Attachment: Exhibit 1