

VERMONT SUPERIOR COURT, CIVIL DIVISION, CHITTENDEN UNIT

Travelers Casualty and Surety Company v. Marsh Management Services, Inc.

Travelers v. Marsh Management · No. 25-CV-02622 · Decided March 26, 2026

SUMMARY

The Vermont Superior Court deferred ruling on Travelers’ motion to enforce a foreign subpoena and Marsh Management Services, Inc.’s cross-motion to quash. The court concluded that the New Jersey court and its appointed Special Discovery Adjudicator were better positioned to resolve issues concerning relevance, attorney-client privilege, and work-product protection, and that comity and judicial economy favored deferral. The parties were ordered to seek resolution of their discovery disputes in the New Jersey coverage action, with leave to return to the Vermont court if necessary.

CASE DETAILS

COURT	Vermont Superior Court, Civil Division, Chittenden Unit
WRITING FOR THE COURT	Megan J. Shafritz
JURISDICTION	Vermont Superior Court, Civil Division, Chittenden Unit
DECIDED	March 26, 2026
DOCKET	25-CV-02622
DISPOSITION	other
PROCEDURAL POSTURE	Travelers moved to enforce a foreign subpoena issued under Vermont Rule of Civil Procedure 45(f), and Marsh Management Services, Inc. cross-moved to quash the subpoena. The court deferred ruling on both motions and stayed consideration pending resolution of the underlying discovery disputes in the New Jersey action.
STANDARD OF REVIEW	The court exercised discretion under principles of comity to determine whether to refrain from addressing the subpoena dispute while related discovery proceedings were pending in another jurisdiction.
PRECEDENTIAL VALUE	Unknown; Vermont Superior Court trial-level opinion
PARTIES	Travelers Casualty and Surety Company v. Marsh Management Services, Inc.

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interstate disputes

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QUESTIONS PRESENTED

1. Whether the Vermont court should enforce Travelers' foreign subpoena or address Marsh Management Services' cross-motion to quash when the subpoena concerns discovery in an ongoing New Jersey action.
2. Whether principles of interstate comity and judicial economy warranted deferring the Vermont subpoena dispute to the New Jersey court's appointed Special Discovery Adjudicator.
3. Whether the Uniform Interstate Depositions and Discovery Act divests the trial-state court of jurisdiction over discovery disputes concerning a subpoena issued in another state.

HOLDINGS

1. The Uniform Interstate Depositions and Discovery Act provides a mechanism for enforcing a subpoena in a foreign jurisdiction and for a nonparty to move to quash in its home state, but it does not divest the trial-state court of jurisdiction to resolve discovery disputes between the parties.
2. When a related discovery dispute is pending before a competent court or adjudicator in another state, and that forum can provide prompt and complete relief, principles of comity, judicial economy, and avoidance of inconsistent rulings may warrant a Vermont court's nonintervention.
3. The court would defer ruling on the motion to enforce and cross-motion to quash and stay consideration of those motions pending review and determination of the discovery disputes by the New Jersey Special Discovery Adjudicator.

KEY QUOTATIONS

“The purpose of the doctrine is to foster cooperation among the states, preclude forum-shopping, avoid multiple or inconsistent judgments, and promote judicial economy by allowing a court, in its discretion, to stay or dismiss a proceeding where an action concerning the same parties and the same subject matter has been commenced in another jurisdiction capable of granting prompt and complete justice.” (at 3)

“Simply put, the risk of inconsistent judgments, considerations of judicial economy, and respect for the principles of comity compel this Court to defer any ruling on Travelers’ motion to enforce and MMS’s cross-motion to quash in favor of the parties seeking a resolution of their ongoing discovery disputes before the Special Discovery Adjudicator in the J&J Case.” (at 4)

FACTUAL BACKGROUND

Johnson & Johnson sought insurance coverage from Travelers and other insurers for liabilities associated with talc products in a New Jersey action. Marsh Management Services, a Vermont company managing the affairs of Johnson & Johnson's captive insurer, Middlesex Assurance Company, allegedly maintained documents

concerning Middlesex's insurance program, including a 2018 endorsement purportedly capping coverage for the talc claims at \$100 million. Travelers sought those documents through a Vermont subpoena, while Marsh and Middlesex asserted that some documents were privileged or protected work product and that other documents were irrelevant or had already been produced in response to an earlier subpoena.

PROCEDURAL HISTORY

Travelers served Marsh Management Services with a Vermont subpoena seeking documents relevant to an insurance coverage action pending in the New Jersey Superior Court. Marsh produced some documents but withheld others based on relevance, attorney-client privilege, and work-product protection; Middlesex Assurance Company joined the opposition and asserted interests in the documents. Because the New Jersey court had appointed a Special Discovery Adjudicator to resolve discovery disputes and could provide complete relief, the Vermont court deferred ruling and directed the parties to seek resolution there first.

DISPOSITION

other

REMAND INSTRUCTIONS

The parties must seek resolution of their discovery disputes before the Special Discovery Adjudicator appointed in the New Jersey action. If that adjudicator cannot resolve the disputes, the parties may return to the Vermont court and must promptly notify it of any rulings and their impact on the pending motions.

CASES CITED

- Catalina Mktg. Corp. v. Hudyman, 212 A.3d 997, 1001 (N.J. Super. Ct. App. Div. 2019)
- Cavallari v. Martin, 169 Vt. 210, 215, 732 A.2d 739, 743 (1999)
- Nijensohn v. Ring, 2022 VT 16, ¶¶ 13, 15, 216 Vt. 329
- Chandler v. Vt. Mut. Ins. Co., Docket No. 2014-030, 2014 WL 3714930, at *2 (Vt. May 2014) (unpub. mem.)
- Sensient Colors Inc. v. Allstate Ins. Co., 939 A.2d 767, 774 (N.J. 2008)
- In re Dennis' Estate, 98 Vt. 424, 426, 129 A. 166, 167 (1925)
- Washburn v. Fowlkes, Docket No. 2015-089, 2015 WL 4771613, at *3 (Vt. Aug. 2015)

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