

COMMONWEALTH OF MASSACHUSETTS

PLYMOUTH, ss.

SUPERIOR COURT
C.A. NO. 2483CV00692PAUL O'KEEFE¹, et al²
Plaintiffs,

v.

C&C HOSPITALITY, LLC, d/b/a C.F.
MCCARTHY'S, et al³
*Defendants.*FILED
COMMONWEALTH OF MASSACHUSETTS
SUPERIOR COURT DEPT. OF THE TRIAL COURT
PLYMOUTH COUNTY

JUL - 3 2026


Clerk of Court**DECISION AND ORDER ON NON-PARTY LIEUTENANT TULLY (RET.) MOTION TO
QUASH SUBPOENA AND/OR FOR PROTECTIVE ORDER (PAPER NO. 132)**

Upon review of the non-parties' motion to quash and/or for protective order, the opposition, and the reply, the motion is allowed as to narrowing the document requests as set forth in ¶¶ 17 to 20 on page 13 of the Motion, but denied as to quashing the subpoena.

I agree with counsel for the non-party that objections should have been filed and a Rule 9C Conference should have been held. However, Ms. Read's counsel continues with the practice of issuing facially overbroad subpoenas and not fulfilling the obligation under Rule 45 to "take reasonable steps to avoid imposing undue burden or expense" on the subject of a subpoena. Faced with an apparent lack of communication by both sides and the choice between what may be considered two extremes, I choose the one I find to be more reasonable.

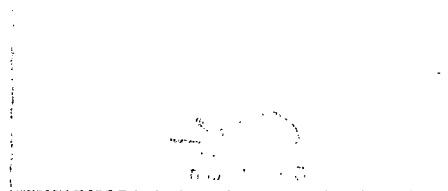
There may be a reasonable inference in favor of the non-party's argument that the sequence of events shows the improper purpose of the discovery. However, the timing set forth in the motion and opposition is not determinative for either side. The motion to dismiss in the federal case was filed on April 3, 2026 and Ms. Read issued a subpoena in this case on May 19, 2026 for June 11, 2026. There was no objection but rather a rescheduling to an agreed upon date of July 8, 2026. I repeat myself and say that attorneys' agreements need to mean something.

¹ Individually and as Personal Representative of the Estate of John Joseph O'Keefe III

² John O'Keefe II, and Margaret O'Keefe, Individually and as Grandparent/Guardian of Kayley Furbush.

³ G&S Hospitality, LLC d/b/a C.F. McCarthy's, Waterfall Bar & Grill, Ltd. d/b/a Waterfall Bar & Grill, and Karen Read.

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With respect to the argument that the subpoena circumvents Federal discovery limitations, the cases cited in the motion tells us what is undisputed – a judge has the power to manage discovery – but do not stand for the proposition that the state court proceedings should be stayed as a result of the federal proceedings. Even if I were inclined to do so, the impending discovery deadline in this matter would dissipate any such inclination.

July 3, 2026


Mark C. Gildea
Justice of the Superior Court