

COMMONWEALTH OF MASSACHUSETTS

PLYMOUTH, SS

SUPERIOR COURT DEPARTMENT

PAUL O'KEEFE, as Personal
Representative of the Estate of JOHN
JOSEPH O'KEEFE III, PAUL O'KEEFE,
Individually, JOHN O'KEEFE II,
MARGARET O'KEEFE, and MARGARET
O'KEEFE as Grandparent/
Guardian of KAYLEY FURBUSH,

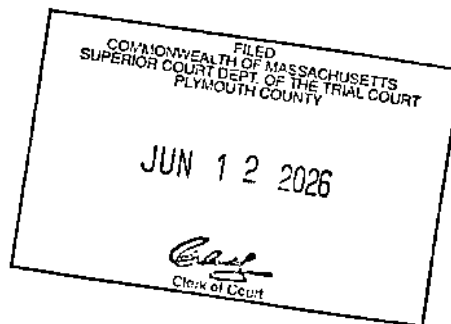
Plaintiffs,

v.

C&C HOSPITALITY, LLC d/b/a C.F.
MCCARTHY'S, G&S HOSPITALITY,
LLC d/b/a C.F. MCCARTHY'S,
WATERFALL BAR & GRILL, LTD d/b/a
WATERFALL BAR & GRILL, and
KAREN READ,

Defendants.

Civil Action No. 2483cv00692



**DEFENDANT KAREN READ'S REPLY IN SUPPORT OF MOTION TO COMPEL
COLIN ALBERT TO ATTEND DEPOSITION AND PRODUCE DOCUMENTS
PURSUANT TO THIRD-PARTY SUBPOENA**

Colin Albert's ("Colin") twenty pages of hyperbole and various *ad hominin* attacks can be boiled down to the following admissions – which is all the Court needs to know to allow the Motion:

- Colin was served with Karen Read's ("Read") deposition and document subpoena on April 21, 2026. Opp., p. 6.
- Colin served a timely objection on April 27, 2026, refusing to produce any documents. *Id.*
- That same day, Read's counsel requested a Rule 9C conference and indicated that he would wait to depose Colin until after Colin produced documents, in order to do so efficiently and cooperatively (i.e. not requiring Colin to appear twice). *Id.*

- In response, Colin's counsel asked if Read was "cancelling the deposition scheduled for [April 29th]," and Read's counsel explained instead that the deposition "will be rescheduled to a different date." *Id.*
- The next day – April 28th – the parties conferred regarding document production and, on April 29th, Read proposed a revised scope of production. *Id.*, p. 7. Colin's counsel never responded.
- Colin's counsel did not respond until May 20th. Just before 10:00 p.m. that evening, for the first time and without any explanation, Colin's counsel indicated that Colin would only be "available" for deposition for the next 13 days. Counsel offered two possible dates for his deposition within the 13 days that followed. *Id.*, p. 8.
- On May 21st, Read's counsel who had prepared to take Colin's deposition informed Colin's counsel that he would be out of the state traveling on those two dates. *Id.*, p. 9.
- Colin's counsel did not respond. Rather, shortly later, on May 22nd, Plaintiffs' counsel served a deposition notice (for the first time) for Colin's deposition for six days later in direct contravention of Rule 30(b)(1), during one of the two days Read's prepared counsel – who had subpoenaed Colin a month earlier – had already indicated he would be out of state. *Id.*, p. 10.
- Later on May 22nd, Colin's counsel then finally responded to Read's counsel's May 22nd email and for the first time took the position that Read's subpoena had "expired." *Id.*, p. 12.
- Despite Read pointing out Plaintiffs' violation of Rule 30 and the obvious coordination at play, Plaintiffs proceeded with an invalid deposition on the date Read's counsel who had prepared for this deposition stated he was not available. *Id.*, p. 10.

Despite these admissions, Colin now argues that it is unreasonable for Read to insist that he appear for deposition at a date pursuant to her subpoena. That's exactly the point of Rule 45. Read has always been willing to accommodate reasonable scheduling issues that Colin has, but that does not include accepting the exact and only two days his counsel proposes less than two weeks ahead of time when he knows Read's attorney who has prepared for the deposition is unavailable.

Colin also tries to flip Superior Court Rule 9C, and the spirit of cooperation and professional courtesy the Court recently cited in this case, on its head. Colin argues that Read's

subpoena “expired” and that she somehow engaged in sanctionable conduct by opting to reschedule Colin’s deposition rather than deposing him twice – once without producing documents, and the other one after he produces documents. This argument is nonsensical, and is designed to obscure the gamesmanship that is occurring.¹

This remains simple. Read seeks (i) an available date in the coming weeks for deposition pursuant to her April subpoena, so that Colin’s unavailability after he was served with a valid subpoena does not hamper the discovery process or deadline in this case and does not prevent her from having her chosen counsel, who prepared for and intends to take Colin’s deposition, be able to do so; and (ii) documents responsive to the narrowed version of her April subpoena (Mem. of Law, Ex. D), rather than the limited representations and self-selected documents Colin has offered.

The Court should allow the Motion.

¹ Unless the Court wishes Read to respond more directly, Read won’t take up the Court’s time with the meritless accusations of misconduct that are strewn across Colin’s papers other than to state that Read and her counsel have *nothing* to do with unidentified individuals on the internet who commented on Colin’s deposition scheduling.

Respectfully submitted,

KAREN READ,

By her attorneys,

/s/ Aaron D. Rosenberg

Damon M. Seligson (BBO# 632763)
Charles M. Waters (BBO# 631425)
Aaron D. Rosenberg (BBO# 684826)
Sheehan Phinney Bass & Green, PA
28 State Street, 22nd Floor
Boston, MA 02109
617.897.5600
dseligson@sheehan.com
cwaters@sheehan.com
arosenberg@sheehan.com

Arthur E. Maravelis (BBO# 564673)
Thomas M. Tang (BBO# 642578)
Sarah A. Shipley (BBO# 678753)
Michael W. Bell (BBO# 697529)
TANG & MARAVELIS, P.C.
111 South Bedford Street, Suite 200
Burlington, MA 01803
(781) 221-1400
amaravelis@tangmaravelis.com
ttang@tangmaravelis.com
sshipley@tangmaravelis.com
mbell@tangmaravelis.com

Dated: June 12, 2026

CERTIFICATE OF SERVICE

I certify that a copy of this document was served on all counsel of record by email on June 12, 2026.

/s/ Aaron D. Rosenberg

Aaron D. Rosenberg