

DOCKET NO: LLI-CV21-5014019-S	:	SUPERIOR COURT
	:	J.D. OF LITCHFIELD
JON A. GOODWIN	:	AT TORRINGTON
<i>Plaintiff</i>	:	
v.	:	
	:	
RAYMOND J. MILOT, JUNIOR	:	JULY 7, 2026
<i>Defendant</i>	:	

**OBJECTION TO MOTION FOR PROTECTIVE ORDER AND MOTION TO QUASH
SUBPOENA DUCES TECUM TO CHRISTINE M. JOWDY**

Plaintiff Jon A. Goodwin, pursuant to the Connecticut Practice Book, hereby objects to Christine M. Jowdy’s Motion for Protective Order (Entry No. 240) and Motion to Quash Subpoena Duces Tecum (Entry No. 241). The two motions are identical in substance and assert a single ground: that service of the subpoena was insufficient because Jowdy “was no [sic] given a ‘witness fee’ for her appearance.” That ground misstates Connecticut law and does not warrant quashal or a protective order. Goodwin respectfully requests that both motions be denied and that Jowdy be ordered to appear for her deposition as commanded.

I. INTRODUCTION

Jowdy’s motions identify a single asserted defect: that the subpoena was “insufficient under Connecticut Law as Christine Jowdy was no [sic] given a ‘witness fee’ for her appearance.” That contention misstates Connecticut law. The applicable statute provides that “[t]he fees of any witness summoned by a party other than the state to testify in any action or proceeding shall be paid to the witness by such party on the day of attendance of such witness.” Conn. Gen. Stat. § 52-260(h). On the face of the statute, the fee is due on the day of attendance, not at the time of service. Nothing in General Statutes § 52-148e conditions the validity of a deposition subpoena on tender of the witness fee at the time of service. By contrast, the federal rules expressly require

tender with service, *see* Fed. R. Civ. P. 45(b)(1), but Connecticut’s subpoena statutes do not impose that same requirement. Jowdy’s motions identify no Connecticut authority—statute, rule, or decision—holding otherwise.

II. THE SOLE GROUND RAISED IS NOT A COGNIZABLE BASIS TO QUASH OR FOR A PROTECTIVE ORDER

Because Jowdy’s motions present only the witness-fee issue, Goodwin addresses only that issue here. Jowdy does not argue that the subpoena was untimely, overbroad, unduly burdensome, irrelevant, privileged, or otherwise defective on any other ground, and the Court need decide only the issue actually raised.

The subpoena was served by a Connecticut State Marshal on June 22, 2026, commanding Jowdy to appear for deposition on July 9, 2026—seventeen days’ notice. The statute under which Jowdy moves provides that the court “may ... (1) quash or modify the subpoena if it is unreasonable and oppressive or if it seeks the production of materials not subject to production under the provisions of subsection (b) of this section, or (2) condition denial of the motion upon the advancement by the party who requested the subpoena of the reasonable cost of producing the materials.” Conn. Gen. Stat. § 52-148e(d). Jowdy’s motions do not contend that the subpoena is unreasonable or oppressive, nor that it seeks materials outside the permissible scope of discovery, and they do not explain how the asserted fee defect—a fee that by statute is not due until “the day of attendance,” Conn. Gen. Stat. § 52-260(h)—fits within the grounds identified in § 52-148e(d).

Connecticut Superior Court authority places the burden on the movant to justify quashal. *See Sharon Motor Lodge, Inc. v. Tai*, Superior Court, judicial district of Litchfield, Docket No. CV-98-0077828-S (March 6, 2006) (40 Conn. L. Rptr. 852) (“It is the burden of the party seeking to

quash a subpoena to show that there is no reasonable basis for requiring him to comply with the subpoena.”). A motion resting on a misreading of the witness-fee statute does not carry that burden.

III. ANY ASSERTED FEE DEFECT WILL BE CURED BY TENDER AND DOES NOT WARRANT QUASHAL

Even if the witness fee could bear on the subpoena’s enforceability, the proportionate remedy would be tender or modification, not quashal. The statutory witness fee is fifty cents per day, plus mileage at the rate provided for state employees. Conn. Gen. Stat. § 52-260(a). To eliminate any dispute, Goodwin will tender the statutory witness fee and mileage to Jowdy in accordance with Conn. Gen. Stat. § 52-260(h). In any event, any fee-related issue does not warrant quashing the subpoena.

IV. THE MOTION FOR PROTECTIVE ORDER FAILS INDEPENDENTLY

The Motion for Protective Order (Entry No. 240) is a verbatim duplicate of the Motion to Quash (Entry No. 241); it differs only in its title. A protective order requires a showing of “good cause” that protection is necessary from annoyance, embarrassment, oppression, or undue burden or expense. Practice Book § 13-5. Jowdy identifies no annoyance, embarrassment, oppression, or undue burden separate from the fee argument, and therefore does not make the showing of good cause required for a protective order under Practice Book § 13-5. The motion should be denied for that independent reason.

V. RELIEF REQUESTED

For the foregoing reasons, Plaintiff respectfully requests that the Court (1) deny Christine M. Jowdy’s Motion for Protective Order (Entry No. 240) and Motion to Quash Subpoena Duces Tecum (Entry No. 241); and (2) order Jowdy to appear for her deposition as commanded on July

9, 2026 at 10:00 a.m., or, if that date has passed by the time of adjudication, on a date certain within fourteen days of the Court's order.

Respectfully submitted,

THE PLAINTIFF,

By: /s/ Jon A. Goodwin

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CERTIFICATION OF SERVICE

I certify that a copy of this document was mailed or delivered electronically or non-electronically on July 7, 2026, to all attorneys and self-represented parties of record and to all parties who have not appeared in this matter and that written consent for electronic delivery was received from all attorneys and self-represented parties receiving electronic delivery.

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