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12 Attorneys for Defendant  
13 New York Life Insurance Company

14 **UNITED STATES DISTRICT COURT**  
 15 **CENTRAL DISTRICT OF CALIFORNIA**

16 LILIAN IZRALSON,  
 17 Plaintiff,  
 18 vs.  
 19 NEW YORK LIFE INSURANCE  
 20 COMPANY, AND DOES 1 THROUGH  
 21 10,  
 22 Defendants.

23 Case No. 2:16-cv-06946-JAK-~~AGR~~  
 24 (Honorable John A. Kronstadt)

**JOINT STIPULATION OF CONFIDENTIALITY**

Complaint Filed: August 17, 2016

NOTE CHANGES MADE BY THE COURT

NOTE CHANGES MADE BY THE COURT

1 TO THE HONORABLE JOHN A. KRONSTADT AND HIS COURT  
2 CLERK:

3  
4 WHEREAS, Defendant New York Life Insurance Company (“New York  
5 Life” or “Defendant”), per the Court's Scheduling Order, is prepared to produce  
6 confidential and proprietary claim manual documents to Lilian Izralson (“Izralson”)  
7 (“Izralson” and “Defendant” referred to herein as “the Parties”) in the above-  
8 captioned action;

9 NOW THEREFORE, IT IS HEREBY STIPULATED AND AGREED as  
10 follows:

11 1. The confidential and/or proprietary claims manual documents and other  
12 confidential documents, or any portion thereof, to be produced by Defendant in this  
13 action which are not publicly available, and which are designated by Defendant as  
14 “Confidential,” shall be deemed “Confidential Information.”

15 2. Designation of the documents as “Confidential” shall be made by  
16 stamping each page comprising any such document, copy, or excerpt thereof with  
17 the legend “CONFIDENTIAL” or a substantially similar legend at the time of  
18 production.

19 3. Defendant may designate the documents, or any portion thereof,  
20 including the contents and information therein, as protected under this Stipulation  
21 and Order. If Izralson disagrees with any such designation, the Parties will attempt  
22 to resolve the dispute in good faith on an informal basis and, if they are unable to do  
23 so, may ask the Court to resolve the dispute. Until such time as the dispute is  
24 resolved, the Parties will treat the documents at issue as deemed Confidential under  
25 this stipulation.

1 4. "Qualified Person" as used herein means: (i) members, employees,  
2 counsel, consultants, experts, co-counsel, or anyone else deemed by the Parties to be  
3 necessary for the preparation of the case ~~and, (ii) this Court and its personnel.~~

AGK

4 5. The Confidential Information, or any portion thereof, may only be  
5 disclosed to Qualified Persons and then only to the extent counsel in good faith  
6 believes that such disclosure is reasonably necessary to the prosecution or defense  
7 of this litigation.

8 6. Each Qualified Person will maintain the Confidential Information, or  
9 any portion thereof, in confidence and will not reveal it to anyone who is not a  
10 Qualified Person without the prior written consent of Defendant's counsel, or in the  
11 absence of such consent, an order of the Court authorizing such disclosure.

12 7. If either party wishes to use the Confidential Information, or any  
13 portion thereof, during any discovery, motion practice, or trial of this action, the  
14 Parties will, in advance, confer in good faith to agree upon a method to protect such  
15 Confidential Information. Either party may apply to the Court for a mechanism for  
16 maintaining the confidentiality of material designated as Confidential Information.

17 8. The disclosure of the Confidential Information, or any portion thereof,  
18 to a Qualified Person without designating it as Confidential shall not constitute a  
19 waiver of the producing party's right to designate such information as Confidential  
20 at a later time and, if so designated, the information shall thenceforth be treated as  
21 Confidential subject to all terms of this Stipulation and Order.

22 9. All documents ~~filed with the Court~~ that are designated Confidential or  
23 contain verbatim the contents of the claims manual shall be filed <sup>with an application to file</sup> under seal and kept  
24 ~~under seal until further order of the Court.~~ <sub>See Local Rule 79-5.</sub> Where possible, only Confidential  
25 portions of filings with the Court shall be filed under seal.

AGK

26 10. At the conclusion of this lawsuit (including appeals, if any), the  
27 Confidential Information, or any portion thereof, in the possession of any Qualified  
28

1 Person or any other person who has received such information pursuant to this  
2 Stipulation and Order, together with all copies, extracts, and summaries thereof,  
3 shall either be returned to the party that produced it, or it shall be destroyed. No  
4 Confidential Information may be used in any other judicial or other proceeding or  
5 for any other purpose whatsoever, except (i) where required by legal process or by  
6 law for lawful purposes, or (ii) upon the written consent of the producing party.

7 11. This Stipulation and Order may be modified by a further Stipulation so  
8 ordered by the Court or, if the Parties are unable to agree, by the Court on the  
9 application of a party. This Stipulation and Order shall be binding upon all Qualified  
10 Persons ~~and upon all other persons having knowledge of its terms, and any violation~~  
11 ~~thereof may be punishable by contempt.~~

AGR

12 12. The parties agree that even if the Court does not sign and enter the  
13 Proposed Order hereto, the parties will be bound by all of the terms and conditions  
14 of this Stipulation as a separate and enforceable contract between the parties.

15  
16 **IT IS SO STIPULATED.**

17  
18 DATED: April 4, 2017

HINSHAW & CULBERTSON LLP

19 By: /s/ Martin E. Rosen  
20 MARTIN E. ROSEN  
21 MICHAEL S. NEWMAN  
22 Attorneys for Defendant  
New York Life Insurance Company

23 DATED: April 4, 2017

DONAHUE & HORROW

24 By: /s/ Michael Horrow  
25 MICHAEL HORROW  
26 DONNA PUYOT  
27 Attorneys for Plaintiff  
Lilian Izralson

28 **IT IS SO ORDERED.**

DATED: 4/18/2017

Alicia G. Rosenberg  
UNITED STATES MAGISTRATE JUDGE