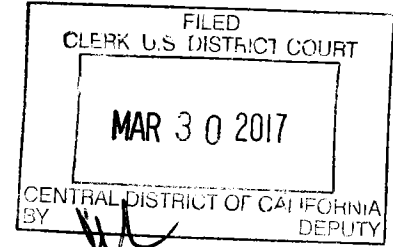


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NOTE CHANGES MADE BY THE COURT

7 Attorneys for Defendant
 New York Life Insurance Company
 8

9 UNITED STATES DISTRICT COURT
 10 CENTRAL DISTRICT OF CALIFORNIA

11 NAZIMUDDIN HASHIM,
 12 Plaintiff,
 13 vs.
 14 NEW YORK LIFE INSURANCE
 COMPANY, AND DOES 1 THROUGH
 15 10,
 16 Defendants.

Case No. 2:16-cv-07824-DMG-SS
 (Honorable Dolly M. Gee)

**[PROPOSED] ORDER ON
 JOINT STIPULATION OF
 CONFIDENTIALITY**

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 21 All future discovery filings shall
 include the following language
 on the cover page:
 22 "[Referred to Magistrate Judge
 23 Suzanne H. Segal]"
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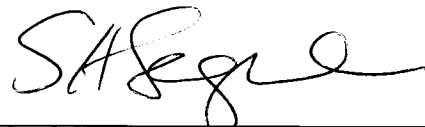
~~PROPOSED~~ ORDER

Good cause having been shown within the parties' Stipulation of Confidentiality of documents to be produced in this action (the "Stipulation"), the Court hereby orders that the handling of confidential, proprietary and/or trade secret documents or information in this case shall be governed by the terms of the Stipulation, *as amended.*

(SAS)

IT IS SO ORDERED.

DATED: 3/30/17

By: 
United States District Court Judge for
the Central District of California

All future discovery filings shall include the following language on the cover page:
"[Referred to Magistrate Judge Suzanne H. Segal]"

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9 UNITED STATES DISTRICT COURT
10 CENTRAL DISTRICT OF CALIFORNIA

11 NAZIMUDDIN HASHIM,

12 Plaintiff,

13 vs.

14 NEW YORK LIFE INSURANCE
15 COMPANY, AND DOES 1 THROUGH
10,

16 Defendants.
17

Case No. 2:16-cv-07824-DMG-SS

(Honorable Dolly M. Gee)

**JOINT STIPULATION OF
CONFIDENTIALITY**

NOTE CHANGES MADE BY THE COURT

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TO THE HONORABLE DOLLY M. GEE AND HER COURT CLERK:

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

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

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

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

3. Defendant may designate the documents, or any portion thereof, including the contents and information therein, as protected under this Stipulation and Order. If Hashim disagrees with any such designation, the Parties will attempt to resolve the dispute in good faith ^{pursuant to procedures set forth} ~~on an informal basis and, if they are unable to do~~ ^{at LOCAL Rule 37. (SUS)} so, may ask the Court to resolve the dispute. Until such time as the dispute is resolved, the Parties will treat the documents at issue as deemed Confidential under this stipulation.

4. “Qualified Person” as used herein means: (i) members, employees, counsel, consultants, experts, co-counsel, or anyone else deemed by Defendant to be

1 necessary for the preparation of the case, (ii) Hashim, and, (iii) this Court and its
2 personnel.

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

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

11 7. If either party wishes to use the Confidential Information, or any
12 portion thereof, during any discovery, motion practice, or trial of this action, the
13 Parties will, in advance, confer in good faith to agree upon a method to protect such
14 Confidential Information. *See Local Rule 79. (SWS)*
~~15 Either party may apply to the Court for a mechanism for
maintaining the confidentiality of material designated as Confidential Information.~~

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

21 9. ~~All documents filed with the Court that are designated Confidential or
22 contain verbatim the contents of the claims manual shall be filed under seal and kept
23 under seal until further order of the Court. Where possible, only Confidential
24 portions of filings with the Court shall be filed under seal.~~ *See Local Rule 79.*

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

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

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

14 IT IS SO STIPULATED.

15
16 DATED: March 24, 2017

HINSHAW & CULBERTSON LLP

17 By: */s/ Martin E. Rosen*

18 MARTIN E. ROSEN
19 MICHAEL S. NEWMAN
Attorneys for Defendant
New York Life Insurance Company

20
21 DATED: March 24, 2016

By: DONAHUE & HORROW

22 */s/ Michael Horrow*

23 MICHAEL HORROW
24 ELIZABETH FLEMMING
Attorneys for Plaintiff
Nazimuddin Hashim