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7	Los Angeles, CA 90071-2953 Tel: 213.236.0600			
8	Fax: 213.236.2700 Attorneys for Defendant Hartford Life and Accident			
9	Insurance Company			
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11	UNITED STATES DISTRICT COURT			
12	EASTERN DISTRICT OF CALIFORNIA – SACRAMENTO			
13				
14	FADI G. HADDAD, M.D.,	Case No. 2:16-cv-01700-WHO		
15	Plaintiff,	STIPULATION AND [PROPOSED] ORDER RE SETTLEMENT		
16	V.	AGREEMENT		
17	SMG LONG TERM DISABILITY PLAN, AND HARTFORD LIFE AND ACCIDENT			
18	INSURANCE COMPANY,			
19	Defendants.			
20				
21				
22	RECITALS			
23	WHEREAS, Dr. Haddad claims disability under a group disability policy (number			
24	GVL-16008) (Policy) issued by Hartford Life and Accident Insurance Company as part of			
25	an employee welfare benefit plan subject to the Employee Retirement Income Security			
26	Act of 1974 ("ERISA"). WHEREAS Dr. Haddad filed this lawquit sacking disability banefits from Hartford.			
27	WHEREAS, Dr. Haddad filed this lawsuit seeking disability benefits from Hartford			
28	captioned Fadi G. Haddad, M.D. v. SMG Long-Term Disability Plan and Hartford Life CASE NO. 2:16-CV-1700-WHO			
	LA #4814-8451-9575 v1	STIPULATION AND ORDER RE SETTLEMENT AGREEMENT		

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and Accident Insurance Company, now pending as Case No. 2:16-cv-01700-WHO in the United States District Court, Eastern District of California [Docket 42].

WHEREAS, Dr. Haddad's claim for Short-Term Disability ("STD") benefits from Hartford was litigated in the District Court to judgment [Docket 35] and appealed to the Ninth Circuit Court of Appeals, which reversed the judgment and remanded the case back to the District Court with instructions on January 22, 2019 [Docket 42].

WHEREAS, Hartford claims an offset to the Short-Term and Long-Term Disability benefits provided by the Policy based upon Dr. Haddad's settlement of a personal injury lawsuit captioned *Haddad v. Hilton Worldwide Holdings, Inc., et al.*, United States District Court, Eastern District of California, Case No. 2:16-cv-00405-MCE-CKD, and Dr. Haddad disputes said entitlement.

WHEREAS, the settlement agreement between Dr. Haddad and Hilton contains a confidentiality provision which precludes Dr. Haddad from providing that agreement to Hartford absent a court order.

WHEREAS, Dr. Haddad and Hartford agree that production of the settlement agreement would facilitate Hartford's analysis of its entitlement to an offset, and Hartford has agreed to be bound by the confidentiality provision in the settlement agreement to the same extent that the parties to the Hilton settlement are bound. Accordingly, counsel for Dr. Haddad believes that Hartford is entitled to an order for production of the Hilton settlement agreement. See *Ex Parte Uppercu*, 239 U.S. 435 (1915).

WHEREAS, although the settlement agreement between Dr. Haddad and Hilton does not require notice to Hilton prior to the seeking of a court order for disclosure of the agreement, counsel for Dr. Haddad has nonetheless twice emailed and twice left voice mail messages for counsel for Hilton, the earliest of which was on May 9, 2019, advising Hilton's counsel of Hartford's request to see the settlement agreement and offering counsel for Hilton the opportunity to object and be heard on the matter. Counsel for Hilton has not responded to these emails and voice mails.

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1	WHEREAS, Hartford has agreed not to claim an offset to the Short Term		
2	Disability benefits provided by the Policy based on the Hilton settlement, provided that		
3	(1) the settlement agreement is provided to Hartford and (2) Hartford reserves its right to		
4	claim any offset to which it may be entitled against any Long Term Disability benefits		
5	which may be due to Dr. Haddad.		
6	STIPULATION		
7	Now, therefore the parties stipulate that the Court order:		
8	1. Dr. Haddad shall promptly produce the settlement agreement in the Hilton case		
9	to counsel for Hartford.		
10	2. Hartford, SMG Long Term Disability Plan, and their counsel shall be bound by		
11	the confidentiality provisions of the settlement agreement to the same extent		
12	that Dr. Haddad and Hilton are bound.		
13	3. Any party to this stipulation, or Hilton, may move for an order that the Hilton		
14	settlement agreement be filed under seal in this action. The Court may or may		
15	not grant such motion.		
16	4. Hartford shall promptly produce all of its policies and procedures pertaining to		
17	the offset of third party settlements for the relevant time period at issue,		
18	including how Hartford determines the amount of the settlement it attributes to		
19	lost earnings when the settlement is for a lump sum.		
20			
21	Dated: May 21, 2019 Law Offices of Laurence F. Padway		
22	By: /s/ Laurence F. Padway		
23	Laurence F. Padway Attorneys for Plaintiff		
24	Fadi G. Haddad, M.D.		
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1	1 Dated: May 21, 2019 Burk	ke, Williams & Sorensen, LLP
2		/o/Michael P. Pewagoshi
3	3	/s/ Michael B. Bernacchi Michael B. Bernacchi
4	Atto 4 Hart	rneys for Defendant ford Life and Accident Insurance Company
5	5	
6	ATTESTATION PURSUANT TO GENERAL ORDER 45	
7	I, Michael B. Bernacchi, attest that concurr	rence in the filing of this document has been
8	8 obtained from the other Signatory.	
9		/s/ Michael B. Bernacchi
10		Michael B. Bernacchi
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12		
13	ORDEI	<u>R</u>
14	4 IT IS SO ORDERED.	1 4
15	5	W-14.00
16	6 Dated: _May 22, 2019	WI HILLE
17	/ II	Honorable William H. Orrick United States District Judge
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