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**UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA  
SAN FRANCISCO DIVISION**

MICHAEL WISNIEWSKI,

Plaintiff,

v.

HARTFORD LIFE AND ACCIDENT  
INSURANCE COMPANY; WIND  
RIVER SYSTEMS, INC. WELFARE  
BENEFIT PLAN,

Defendants.

Case No. 3:14-CV-01674-JST

**(PROPOSED) ORDER RE  
DISCOVERY**

**FOR GOOD CAUSE, IT IS HEREBY ORDERED** that discovery in this ERISA action shall proceed based on Plaintiff Michael Wisniewski and Defendant Hartford Life and Accident Insurance Company's agreements reached in their meet and confer sessions. Specifically, the parties have indicated that they have agreed to the following:

1. Hartford's contract with MES Solutions, which provided Dr. Ibrahim Alghfeer and Dr. Thomas Golbert, will be produced under a **protective order** for the relevant time of Plaintiff's claim and appeal.

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1           2.     The communications between Hartford and MES regarding Dr.  
2 Alghfeer's and Dr. Golbert's reviews as it pertains to Plaintiff's claim, including  
3 billings and payment communications, will be produced.

4           3.     Data regarding the number of claims MES handled for Hartford and  
5 the amount of money Hartford paid MES for two years before the termination will  
6 be produced under a **protective order**.

7           4.     Hartford's contract with Reliable Review Services (RRS), which  
8 provided Drs. Dennis Payne and Roger Clark, whose reports were relied upon to  
9 uphold its decision on Wisniewski's appeals, will be produced under a **protective**  
10 **order** for the relevant time of Plaintiff's claim and appeal.

11          5.     The communications between Hartford and RRS regarding Dr. Payne's  
12 and Dr. Clark's reviews, as it pertains to the claim, including billings and payment  
13 communications, will be produced.

14          6.     Data regarding the number of claims RRS handled for Hartford and the  
15 amount of money Hartford paid RRS for two years before the termination will be  
16 produced under a **protective order**.

17          7.     Plaintiff will accept a copy of the claims manual index under a  
18 protective order and will agree to only select those portions of the claims manual  
19 from the index that are necessary for his claim. These will also be produced under  
20 a **protective order**.

21          8.     Hartford will produce the document/template of its policy/procedure  
22 regarding the weight to be accorded to the Social Security Administration's  
23 determinations and findings under a **protective order** if it cannot otherwise be  
24 found in the claims manual.

25          9.     If Hartford is going to submit a declaration at the time of trial as to  
26 what steps it has taken to reduce the potential for bias as part of its briefing on the  
27 AR, Hartford will let Plaintiff know what is going to be in it at least 30 days  
28 beforehand.

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10. Hartford will let Plaintiff know in writing whether Dr. Clark is still working on its cases following the concerns Plaintiff raised in his appeal.

**IT IS FURTHER ORDERED** that the parties shall engage in a further meet and confer with respect to the subpoena Plaintiff seeks to issue to RRS, the third party vendor that retained Drs. Dennis Payne and Roger Clark. If the parties cannot resolve the issue, they shall submit a supplemental brief on that issue to the Court by October 8, 2014.

DATED: September 23, 2014

