

EXHIBIT D

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12 **UNITED STATES DISTRICT COURT**
13 **CENTRAL DISTRICT OF CALIFORNIA**

14 JOYCE WALKER, KIM BRUCE
15 HOWLETT, and MURIEL SPOONER,
on behalf of themselves and all others
16 similarly situated,

17 Plaintiffs,

18 v.

19 LIFE INSURANCE COMPANY OF
20 THE SOUTHWEST, a Texas
21 corporation,

22 Defendant.
23

CASE NO.: CV 10-9198 JVS (RNBx)

Formerly Case No.: 3:10-cv -04852
JSW from Northern District of
California

**LIFE INSURANCE COMPANY OF
THE SOUTHWEST'S RESPONSES
TO PLAINTIFFS' SECOND SET OF
REQUESTS FOR PRODUCTION
OF DOCUMENTS**

Judge: Hon. James V. Selna
Courtroom: 10C

1 Defendant Life Insurance Company of the Southwest (“LSW”), by and
2 through its undersigned counsel, hereby responds and objects to Plaintiffs’ Second
3 Request For Production of Documents (“Requests for Production”).

4
5 **GENERAL OBJECTIONS**

6 Each of LSW’s responses is subject to and incorporates the following
7 general objections. The assertion of the same, similar, or additional objections, or
8 a partial response to any individual Document Request does not waive any of
9 LSW’s general objections.

10 1. LSW objects to each and every Request for Production to the extent
11 that they call for documents that are neither relevant to the claims and defenses in
12 this case nor reasonably calculated to lead to the discovery of admissible evidence.

13 2. LSW objects to the time period specified in the Requests for
14 Production, which is overbroad, calls for documents which would be unduly
15 burdensome to collect, and calls for documents which are not relevant to the
16 parties’ claims or defenses or reasonably calculated to lead to the discovery of
17 admissible evidence concerning that claim (including but not limited to insofar as
18 it calls for documents generated outside of the relevant statutes of limitations).
19 Unless otherwise expressly stated, LSW defines the “Relevant Period” to be
20 September 24, 2006 through September 24, 2010, and will not produce documents
21 created outside of that period.

22 3. LSW objects to each and every Request for Production, to the extent it
23 seeks documents and information that are protected from disclosure by the
24 attorney-client privilege, the attorney work product privilege, or any other
25 privilege or protection. Any inadvertent disclosure of such information is not
26 intended and should not be construed or deemed to constitute a waiver, either
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1 generally or specifically, in whole or in part, with respect to such material or the
2 subject matter thereof.

3 4. LSW objects to each and every Request for Production to the extent
4 that it exceeds the scope of permissible discovery under, and/or seeks to impose
5 obligations upon LSW that are different from or in addition to those imposed by,
6 the Federal Rules of Civil Procedure or the Local Rules of the United States
7 District Court for the Central District of California.

8 5. LSW objects to each and every Request for Production to the extent
9 that it purports to impose a burden on LSW to provide information that is publicly
10 available and/or already in the plaintiffs' possession, custody, or control, and is
11 therefore equally available to the plaintiffs.

12 6. LSW objects to each and every Request for Production to the extent
13 that the discovery sought is duplicative, overly broad, unduly burdensome,
14 oppressive, harassing, ambiguous, vague or requires unreasonable investigation by
15 LSW.

16 7. LSW objects to each and every Request for Production to the extent
17 that it purports to impose a burden on LSW of ascertaining information and
18 collecting documents that are not within LSW's possession, custody or control.
19 LSW will provide only information or documents that are within its possession,
20 custody, or control.

21 8. LSW objects to each and every Request for Production to the extent
22 that it seeks the production of documents or the disclosure of information that
23 constitutes or contains confidential information. LSW will produce only such
24 documents, or disclose such information, subject to a mutually acceptable
25 confidentiality agreement.

1 Provider and SecurePlus Paragon indexed universal life insurance policies sold by
2 LSW in California during the Relevant Period set forth above.

3 13. LSW objects to the definition of DISCLOSURE on the grounds that it
4 is overly broad and unduly burdensome, and on the grounds that the phrase “refers
5 or relates to the terms or features of IUL” is unexplained and undefined, rendering
6 the term vague and ambiguous.

7 14. LSW objects to the definition of IDENTITY to the extent that it seeks
8 confidential and personal information about LSW employees and third parties, and
9 is overbroad and unduly burdensome. LSW will produce responsive documents
10 containing such information only to the extent permitted by law, and in that case
11 only subject to an acceptable confidentiality order and with suitable redactions.

12 15. None of LSW’s responses herein shall constitute a waiver of any and
13 all defenses, protections or rights accorded to it. In addition, none of these
14 responses, including but not limited to any statement that certain information will
15 be provided or a document will be produced, is an admission relative to the
16 existence of any such information or documents, to the relevance or admissibility
17 of any information or documents, or to the truth or accuracy of any statement or
18 characterization contained in the Request for Production. LSW retains the right to
19 object, on the grounds of competency, privilege, relevance, materiality, or
20 otherwise, to the use of the information or documents that it produces, in whole or
21 in part, in this or in any other action.

22 16. LSW objects to any Request that purports to require it to produce
23 multiple, identical copies of the same document. Unless otherwise indicated, LSW
24 will only produce non-identical copies of any documents it agrees to produce.

25 17. All of these responses are without prejudice to LSW’s using or relying
26 on at trial subsequently discovered documents or information, including any such
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1 documents or information that are omitted from these responses as a result of good
2 faith oversight, error, or mistake.

3 18. The responses herein are made solely for the purpose of this action.
4 Each response is subject to all objections as to competency, relevancy, materiality,
5 propriety, and admissibility, and any and all other objections on any grounds which
6 would require the exclusion from evidence of any statement herein if any
7 production of document were asked for, or any statements contained herein were
8 made by, a witness present and testifying in court, all of which objections and
9 grounds are expressly reserved and may be interposed at trial.

10 19. LSW's investigation is ongoing. These responses therefore are made
11 on the basis of LSW's investigation to date and upon information currently
12 available to and located by it after reasonable inquiry. LSW reserves the right to
13 amend, supplement, or modify its responses, as further information becomes
14 available and known and such information is analyzed.

15 20. Subject to its objections, LSW agrees to produce non-privileged
16 responsive documents as expressly identified below, if any, in accordance with a
17 schedule to be determined by the Court and/or agreement of the parties. Unless
18 otherwise expressly indicated, LSW will not produce any documents encompassed
19 by the foregoing objections.

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22 **RESPONSES TO REQUESTS FOR PRODUCTION OF DOCUMENTS**

23 Subject to and without waiving the foregoing general objections, LSW
24 responds to each Request as follows:
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1 **Request for Production No. 49**

2 All DOCUMENTS that refer or relate to Douglas R. Andrew or Paramount
3 Financial Services, Inc.

4 **Response to Request No. 49**

5 LSW objects to this Request on the ground that it is vague, ambiguous, and
6 calls for documents that are neither relevant nor reasonably calculated to lead to
7 the discovery of admissible evidence, including but not limited to insofar as
8 Douglas R. Andrew and Paramount Financial Services have never been appointed
9 by LSW to sell the SecurePlus Provider or SecurePlus Paragon indexed universal
10 life insurance policies issued by LSW in California.

11 **Request for Production No. 50**

12 All DOCUMENTS constituting, evidencing, or referring to communications
13 between YOU and Douglas R, Andrew or Paramount Financial Services, Inc.

14 **Response to Request No. 50**

15 LSW objects to this Request on the ground that it is vague, ambiguous, and
16 calls for documents that are neither relevant nor reasonably calculated to lead to
17 the discovery of admissible evidence, including but not limited to insofar as
18 Douglas R. Andrew and Paramount Financial Services have never been appointed
19 by LSW to sell the SecurePlus Provider or SecurePlus Paragon indexed universal
20 life insurance policies issued by LSW in California. LSW further objects to this
21 Request on the ground that it is duplicative of Request No. 49.

22 **Request for Production No. 51**

23 All DOCUMENTS that refer or relate to Patrick Kelly or Tax Free
24 Retirement, Inc.

1 **Response to Request No. 51**

2 LSW objects to this Request on the ground that it is vague, ambiguous, and
3 calls for documents that are neither relevant nor reasonably calculated to lead to
4 the discovery of admissible evidence, including but not limited to insofar as Patrick
5 Kelly and Tax Free Retirement, Inc. have never been appointed by LSW to sell the
6 SecurePlus Provider or SecurePlus Paragon indexed universal life insurance
7 policies issued by LSW in California.

8 **Request for Production No. 52**

9 All DOCUMENTS constituting, evidencing, or referring to communications
10 between YOU and Patrick Kelly or Tax Free Retirement, Inc.

11 **Response to Request No. 52**

12 LSW objects to this Request on the ground that it is vague, ambiguous, and
13 calls for documents that are neither relevant nor reasonably calculated to lead to
14 the discovery of admissible evidence, including but not limited to insofar as Patrick
15 Kelly and Tax Free Retirement, Inc. have never been appointed by LSW to sell the
16 SecurePlus Provider or SecurePlus Paragon indexed universal life insurance
17 policies issued by LSW in California. LSW further objects to this Request on the
18 ground that it is duplicative of Request No. 51.

19 **Request for Production No. 53**

20 All DOCUMENTS that refer or relate to Nelson Nash or Infinite Banking
21 Concepts, LLC.

22 **Response to Request No. 53**

23 LSW objects to this Request on the ground that it is vague, ambiguous, and
24 calls for documents that are neither relevant nor reasonably calculated to lead to
25 the discovery of admissible evidence, including but not limited to insofar as Nelson
26 Nash and Infinite Banking Concepts, LLC have never been appointed by LSW to
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1 sell the SecurePlus Provider or SecurePlus Paragon indexed universal life
2 insurance policies issued by LSW in California.

3 **Request for Production No. 54**

4 All DOCUMENTS constituting, evidencing, or referring to communications
5 between YOU and Nelson Nash or Infinite Banking Concepts, LLC.

6 **Response to Request No. 54**

7 LSW objects to this Request on the ground that it is vague, ambiguous, and
8 calls for documents that are neither relevant nor reasonably calculated to lead to
9 the discovery of admissible evidence, including but not limited to insofar as Nelson
10 Nash and Infinite Banking Concepts, LLC have never been appointed by LSW to
11 sell the SecurePlus Provider or SecurePlus Paragon indexed universal life
12 insurance policies issued by LSW in California. LSW further objects to this
13 Request on the ground that it is duplicative of Request No. 53.

14 **Request for Production No. 55**

15 DOCUMENTS sufficient to show premiums paid on the SecurePlus
16 Provider policy and the SecurePlus Paragon policy per month since the beginning
17 of the class period.

18 **Response to Request No. 55**

19 LSW objects to this Request on the ground that it is unduly burdensome and
20 calls for documents that are neither relevant nor reasonably calculated to lead to
21 the discovery of admissible evidence.

22 Subject to and without waiving the foregoing general and specific
23 objections, LSW will include in the data that it will produce in its Response to
24 Request Numbers 26 through 30 and 37 through 39, subject to all limitations
25 identified therein, a column indicating the gross premium paid.

1 **Request for Production No. 56**

2 DOCUMENTS sufficient to show surrender charges paid on the SecurePlus
3 Provider policy and the SecurePlus Paragon policy per month since the beginning
4 of the class period.

5 **Response to Request No. 56**

6 LSW objects to this Request on the ground that it is unduly burdensome and
7 calls for documents that are neither relevant nor reasonably calculated to lead to
8 the discovery of admissible evidence.

9 Subject to and without waiving the foregoing general and specific
10 objections, LSW will include in the data that it will produce in its Response to
11 Request Numbers 26 through 30 and 37 through 39, subject to all limitations
12 identified therein, a column indicating the surrender charges paid.

13 **Request for Production No. 57**

14 All DOCUMENTS that refer or relate to fees or costs charged for indexed
15 universal life insurance policies sold or marketed by insurance companies other
16 than LSW.

17 **Response to Request No. 57**

18 LSW objects to this Request on the ground that it is overly broad, unduly
19 burdensome and that it calls for documents that are neither relevant nor reasonably
20 calculated to lead to the discovery of admissible evidence, including insofar as the
21 Request is not limited to the SecurePlus Provider and SecurePlus Paragon indexed
22 universal life insurance policies issued by LSW in California during the Relevant
23 Period. LSW further objects to this Request as vague insofar as the terms “fees,”
24 “costs,” and “marketed” are undefined. LSW further objects to this Request on the
25 ground that it calls for the production of documents in the possession, custody, or
26 control of third parties.

1 **Request for Production No. 58**

2 All DOCUMENTS that refer or relate to illustrations for indexed universal
3 life insurance policies sold or marketed by insurance companies other than LSW.

4 **Response to Request No. 58**

5 LSW objects to this Request on the ground that it is overly broad, unduly
6 burdensome and that it calls for documents that are neither relevant nor reasonably
7 calculated to lead to the discovery of admissible evidence, including insofar as the
8 Request is not limited to the SecurePlus Provider and SecurePlus Paragon indexed
9 universal life insurance policies issued by LSW in California during the Relevant
10 Period. LSW further objects to this Request as vague insofar as the term
11 “marketed” is undefined. LSW further objects to this Request on the ground that it
12 calls for the production of documents in the possession, custody, or control of third
13 parties.

14 **Request for Production No. 59**

15 All DOCUMENTS that refer or relate to disclosures made to prospective
16 policyholders of indexed universal life insurance policies sold or marketed by
17 insurance companies other than LSW.

18 **Response to Request No. 59**

19 LSW objects to this Request on the ground that it is overly broad, unduly
20 burdensome and that it calls for documents that are neither relevant nor reasonably
21 calculated to lead to the discovery of admissible evidence, including insofar as the
22 Request is not limited to the SecurePlus Provider and SecurePlus Paragon indexed
23 universal life insurance policies issued by LSW in California during the Relevant
24 Period. LSW further objects to this Request as vague insofar as the terms
25 “disclosures,” “prospective policyholders,” and “marketed” are undefined. LSW
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1 further objects to this Request on the ground that it calls for the production of
2 documents in the possession, custody, or control of third parties.

3 **Request for Production No. 60**

4 All DOCUMENTS that refer or relate to disclosures made to policyholders
5 of variable life insurance policies sold or marketed by LSW.

6 **Response to Request No. 60**

7 LSW objects to this Request on the ground that it is overly broad, unduly
8 burdensome and that it calls for documents that are neither relevant nor reasonably
9 calculated to lead to the discovery of admissible evidence, including insofar as the
10 Request is not limited to the SecurePlus Provider and SecurePlus Paragon indexed
11 universal life insurance policies issued by LSW in California during the Relevant
12 Period. LSW further objects to this Request as vague insofar as the terms
13 “disclosures” and “marketed” are undefined.

14 **Request for Production No. 61**

15 All DOCUMENTS that refer or relate to disclosures made to policyholders
16 of variable life insurance policies sold or marketed by insurance companies other
17 than LSW.

18 **Response to Request No. 61**

19 LSW objects to this Request on the ground that it is overly broad, unduly
20 burdensome and that it calls for documents that are neither relevant nor reasonably
21 calculated to lead to the discovery of admissible evidence, including insofar as the
22 Request is not limited to the SecurePlus Provider and SecurePlus Paragon indexed
23 universal life insurance policies issued by LSW in California during the Relevant
24 Period. LSW further objects to this Request as vague insofar as the terms
25 “disclosures” and “marketed” are undefined. LSW further objects to this Request
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1 on the ground that it calls for the production of documents in the possession,
2 custody, or control of third parties.

3 DATED: June 20, 2011

4 WILMER CUTLER PICKERING HALE AND
DORR LLP

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6 By: 

Jonathan A. Shapiro
Andrea J. Robinson
Timothy J. Perla

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8 Attorneys For Defendant
9 Life Insurance Company of the Southwest

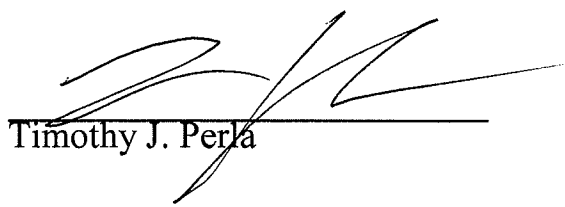
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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 20th day of June, 2011, a copy of the foregoing was sent via the means set forth below, to the following persons:

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