

EXHIBIT E

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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
16 behalf of themselves and all others
17 similarly situated,

18 Plaintiffs,

19 v.

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

21 Defendant.

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

**LIFE INSURANCE COMPANY OF
THE SOUTHWEST'S RESPONSES
TO PLAINTIFFS' THIRD 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 through
2 its undersigned counsel, hereby responds and objects to Plaintiffs’ Third Request For
3 Production of Documents (“Requests for Production”).

4
5 **GENERAL OBJECTIONS**

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

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

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

21 3. LSW objects to each and every Request for Production, to the extent it
22 seeks documents and information that are protected from disclosure by the attorney-
23 client privilege, the attorney work product privilege, or any other privilege or
24 protection. Any inadvertent disclosure of such information is not intended and should

1 not be construed or deemed to constitute a waiver, either generally or specifically, in
2 whole or in part, with respect to such material or the subject matter thereof.

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

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

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

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

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

23 9. LSW objects on grounds of relevance, overbreadth, and undue burden to
24 each and every Request for Production to the extent that it seeks the production of
25 documents or the disclosure of information and is not limited to: (i) the Relevant period,
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1 (ii) California, and/or (ii) SecurePlus Provider and SecurePlus Paragon indexed
2 universal life insurance policies sold or marketed by LSW in California. Unless
3 otherwise expressly stated, any production to which LSW agrees shall be limited to
4 SecurePlus Provider and SecurePlus Paragon indexed universal life insurance policies
5 sold or marketed by LSW in California during the Relevant Period.

6 10. LSW objects to each and every Request for Production to the extent that it
7 purports to impose a duty on LSW to seek information or documents through something
8 other than a reasonable search of their files where potentially responsive materials or
9 information reasonably would be expected to be found. LSW's representation that it
10 will produce responsive documents means that it will make a diligent, good faith effort
11 to locate responsive documents and that it will produce any non-privileged, responsive
12 documents that are found. It does not mean that any such documents exist, or that any
13 existing documents can be collected through reasonable efforts.

14 11. LSW objects to the definitions of YOU, YOUR and LSW in the Requests
15 on the grounds that they are overly broad, unduly burdensome, vague, and include
16 individuals, entities and other organizations that are not relevant to any claim or any
17 defenses thereto. LSW will interpret those terms to mean Life Insurance Company of
18 the Southwest, its employees, and its parent corporation, National Life Insurance
19 Company.

20 12. LSW objects to the definition of IUL on the grounds that it is overly broad
21 and unduly burdensome. LSW will interpret the term to mean SecurePlus Provider and
22 SecurePlus Paragon indexed universal life insurance policies sold by LSW in California
23 during the Relevant Period set forth above.

24 13. LSW objects to the definition of DISCLOSURE on the grounds that it is
25 overly broad and unduly burdensome, and on the grounds that the phrase "refers or
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1 relates to the terms or features of IUL” is unexplained and undefined, rendering the
2 term vague and ambiguous.

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

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

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

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

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

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

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

18
19 **RESPONSES TO REQUESTS FOR PRODUCTION OF DOCUMENTS**

20 Subject to and without waiving the foregoing general objections, LSW responds
21 to each Request as follows:

22 **Request for Production No. 62**

23 DOCUMENTS sufficient to show the date, amount, and reason for all changes in
24 the accumulated value of PLAINTIFFS' POLICIES.

1 **Response to Request No. 62**

2 LSW objects to this Request on the ground that it is vague, ambiguous, unduly
3 burdensome, and calls for documents that are neither relevant nor reasonably calculated
4 to lead to the discovery of admissible evidence. LSW further objects to this Request as
5 vague insofar as the terms “reason” and “changes” are undefined. LSW further objects
6 to this Request on the ground that it calls for documents already in the plaintiffs’
7 custody, possession, or control, including but not limited to their Policies.

8 Subject to and without waiving the foregoing general and specific objections,
9 LSW will produce the documents it agreed to produce in response to Request Number
10 4.

11 **Request for Production No. 63**

12 Software that YOU used to determine or calculate changes in the accumulated
13 value of PLAINTIFFS’ POLICIES or IUL policies.

14 **Response to Request No. 63**

15 LSW objects to this Request on the ground that it is vague, ambiguous,
16 overbroad, and calls for documents that are neither relevant nor reasonably calculated to
17 lead to the discovery of admissible evidence, including insofar as the Request is not
18 limited to the SecurePlus Provider and SecurePlus Paragon indexed universal life
19 insurance policies issued by LSW in California during the Relevant Period. LSW
20 further objects to this Request as vague insofar as the terms “determine” and “changes”
21 are undefined. LSW further objects that this Request seeks production of LSW’s highly
22 confidential trade secrets.

23 **Request for Production No. 64**

24 DOCUMENTS sufficient to show how YOU calculated changes in the
25 accumulated value of PLAINTIFFS’ POLICIES.

1 **Response to Request No. 64**

2 LSW objects to this Request on the ground that it is vague, ambiguous, unduly
3 burdensome, and calls for documents that are neither relevant nor reasonably calculated
4 to lead to the discovery of admissible evidence. LSW further objects to this Request as
5 vague insofar as the phrase “calculated changes” is vague and ambiguous. LSW further
6 objects to this Request on the ground that it calls for documents already in the plaintiffs’
7 custody, possession or control, including but not limited to their Policies.

8 **Request for Production No. 65**

9 DOCUMENTS sufficient to show the date, amount, and reason for all deductions
10 from the accumulated value or account of PLAINTIFFS’ POLICIES, including but not
11 limited to deductions for cost of insurance, premium expense charges, monthly expense
12 charges, policy fees, administrative charges or fees, monthly percent of accumulated
13 value charges, and surrender charges.

14 **Response to Request No. 65**

15 LSW objects to this Request on the ground that it is vague, ambiguous, unduly
16 burdensome, and calls for documents that are neither relevant nor reasonably calculated
17 to lead to the discovery of admissible evidence. LSW further objects to this Request as
18 vague insofar as the terms “reason,” “deduction,” and “account” are undefined. LSW
19 further objects to this Request on the ground that it calls for documents already in the
20 plaintiffs’ custody, possession or control, including but not limited to their Policies.
21 LSW further objects to this Request on the ground that it is duplicative of Request No.
22 62.

23 Subject to and without waiving the foregoing general and specific objections,
24 LSW will produce responsive, non-privileged documents it agreed to produce in
25 response to Request Number 62.

1 **Request for Production No. 66**

2 Software that YOU used to determine or calculate deductions from the
3 accumulated value or account of PLAINTIFFS' POLICIES or IUL policies, including
4 but not limited to deductions for cost of insurance, premium expense charges, monthly
5 expense charges, policy fees, administrative charges or fees, monthly percent of
6 accumulated value charges, and surrender charges.

7 **Response to Request No. 66**

8 LSW objects to this Request on the ground that it is vague, ambiguous,
9 overbroad, and calls for documents that are neither relevant nor reasonably calculated to
10 lead to the discovery of admissible evidence, including insofar as the Request is not
11 limited to the SecurePlus Provider and SecurePlus Paragon indexed universal life
12 insurance policies issued by LSW in California during the Relevant Period. LSW
13 further objects that this Request seeks production of LSW's highly confidential trade
14 secrets.

15 **Request for Production No. 67**

16 DOCUMENTS sufficient to show how YOU calculated deductions taken from
17 the accumulated value or account of PLAINTIFFS' POLICIES, including but not
18 limited to deductions for cost of insurance, premium expense charges, monthly expense
19 charges, policy fees, administrative charges or fees, monthly percent of accumulated
20 value charges, and surrender charges.

21 **Response to Request No. 67**

22 LSW objects to this Request on the ground that it is vague, ambiguous, unduly
23 burdensome, and calls for documents that are neither relevant nor reasonably calculated
24 to lead to the discovery of admissible evidence. LSW further objects to this Request on
25 the ground that it calls for documents already in the plaintiffs' custody, possession, or
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1 control, including but not limited to their Policies. LSW further objects to this Request
2 on the ground that it is duplicative of Request Nos. 62 and 66.

3 Subject to and without waiving the foregoing general and specific objections,
4 LSW will produce responsive, non-privileged documents it agreed to produce in
5 response to Request Numbers 62 and 66.

6 **Request for Production No. 68**

7 DOCUMENTS sufficient to show the date, amount, and reason for all interest or
8 other benefits credited to the accumulated value or account of PLAINTIFFS'
9 POLICIES.

10 **Response to Request No. 68**

11 LSW objects to this Request on the ground that it is vague, ambiguous, unduly
12 burdensome, and calls for documents that are neither relevant nor reasonably calculated
13 to lead to the discovery of admissible evidence. LSW further objects to this Request
14 insofar as the phrases "reason for all interest" and "other benefits" are vague and
15 ambiguous. LSW further objects to this Request on the ground that it calls for
16 documents already in the plaintiffs' custody, possession, or control, including but not
17 limited to their Policies. LSW further objects to this Request on the ground that it is
18 duplicative of Request No. 62.

19 Subject to and without waiving the foregoing general and specific objections,
20 LSW will produce responsive, non-privileged documents it agreed to produce in
21 response to Request Number 62.

22 **Request for Production No. 69**

23 Software that YOU used to determine or calculate interest or other benefits
24 credited to the accumulated value or account of PLAINTIFFS' POLICIES or IUL
25 policies.

1 **Response to Request No. 69**

2 LSW objects to this Request on the grounds that it is vague, ambiguous,
3 overbroad, and calls for documents that are neither relevant nor reasonably calculated to
4 lead to the discovery of admissible evidence, including insofar as the Request is not
5 limited to the SecurePlus Provider and SecurePlus Paragon indexed universal life
6 insurance policies issued by LSW in California during the Relevant Period. LSW
7 further objects that this Request seeks production of LSW's highly confidential trade
8 secrets.

9 **Request for Production No. 70**

10 DOCUMENTS sufficient to show how YOU calculated interest or other benefits
11 credited to the accumulated value or account of PLAINTIFFS' POLICIES.

12 **Response to Request No. 70**

13 LSW objects to this Request on the ground that it is vague, ambiguous, unduly
14 burdensome, and calls for documents that are neither relevant nor reasonably calculated
15 to lead to the discovery of admissible evidence. LSW further objects to this Request as
16 vague insofar as the phrase "other benefits" is undefined. LSW further objects to this
17 Request on the ground that it calls for documents already in the plaintiffs' custody,
18 possession, or control, including but not limited to their Policies. LSW further objects
19 to this request on the ground that it is duplicative of Request Nos. 62 and 63.

20 Subject to and without waiving the foregoing general and specific objections,
21 LSW will produce responsive, non-privileged documents it agreed to produce in
22 response to Request Numbers 62 and 63.

1 DATED: June 22, 2011

2 WILMER CUTLER PICKERING HALE AND
3 DORR LLP

4 By: 

5 Jonathan A. Shapiro

6 Andrea J. Robinson

7 Timothy J. Perla

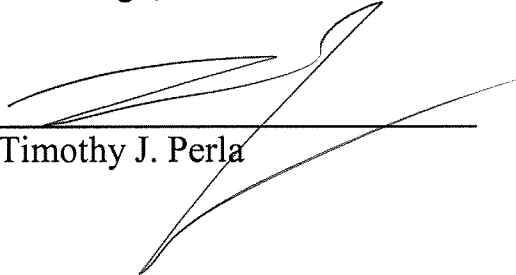
8 Attorneys For Defendant
9 Life Insurance Company of the Southwest
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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 22nd 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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