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and MURIEL SPOONER, on behalf of themselves
and all others similarly situated

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

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

18 Plaintiffs,

19 v.

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

22 Defendant.

CLASS ACTION

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

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

**PLAINTIFFS' EVIDENTIARY
OBJECTIONS TO THE
DECLARATION OF STEPHANIE
BURMESTER IN OPPOSITION TO
PLAINTIFFS' MOTION FOR LEAVE
TO FILE THIRD AMENDED
COMPLAINT**

Judge James V. Selna

Date: March 4, 2012

Time: 1:30 p.m.

Courtroom: 10C

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1 Plaintiffs Joyce Walker, Kim Bruce Howlett, and Muriel Spooner
 2 (“Plaintiffs”) hereby object to portions of the Declaration of Stephanie Burmester,
 3 submitted by Defendant Life Insurance Company of the Southwest (“LSW”) in
 4 opposition to Plaintiffs’ motion for class certification (Dkt. 261), on which LSW
 5 relies in opposition to Plaintiffs’ motion for leave to file a Third Amended
 6 Complaint:

	Evidence	Grounds for Objection(s)
1. 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28	<p>Page 7, ¶20: “National Life Group has, in the past, offered other insurance products that have included non-guaranteed elements which became available after the policy had been in force over a period of years. In every such instance I am aware of, when the relevant period of years elapsed, the National Life Group did in fact provide those non-guaranteed elements to its policyholders.”</p>	<p>1. Lacks foundation. Ms. Burmester provides no basis for how she knows about these “other insurance products,” the “non-guaranteed elements” they included, whether those elements were provided to policyholders, and what kinds of policies they are. She implicitly acknowledges her lack of foundation regarding the pricing practices of the National Life Group by limiting her comments to “every such instance I am aware of.” FRE 602.</p> <p>2. Violation of Rules 26(e) and 37(c). Ms. Burmester’s testimony about non-guaranteed elements for these policies, and LSW’s reliance thereon, violates Rules 26(e) and 37(c) because LSW has refused to produce this kind of information in response to discovery timely and properly propounded by Plaintiffs or in response to informal requests by Plaintiffs during the Rule 7-3 meet and confer in connection with this motion.</p> <p>3. Vague, ambiguous, conclusory. Fails to specify what the “other insurance products” are, whether they were LSW policies, what the “non-guaranteed elements” are that they included, when “in the past” these products were offered, and how many and which “instances” of which she is aware. FRE 403</p>

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	Evidence	Grounds for Objection(s)
		<p>and 611(a).</p> <p>4. Irrelevant. Whether National Life provided non-guaranteed elements associated with “other insurance products” is irrelevant to LSW’s intent to provide the non-guaranteed elements illustrated for Paragon and Provider. That National Life provided certain future non-guaranteed benefits on “other insurance products” also is irrelevant to LSW’s false certifications to the DOI concerning the “same or similar forms,” and to the materiality and unfairness of LSW’s nondisclosure of the fact that no holder of a Paragon or Provider policy, or any similar policy, had ever received the non-guaranteed benefits illustrated. FRE 401 and 402.</p>

DATED: February 15, 2013

KASOWITZ BENSON TORRES & FRIEDMAN
LLP

By: s/Brian P. Brosnahan
Brian P. Brosnahan