

KASOWITZ, BENSON, TORRES & FRIEDMAN LLP  
101 CALIFORNIA STREET, SUITE 2300  
SAN FRANCISCO, CALIFORNIA 94111

1 KASOWITZ, BENSON, TORRES & FRIEDMAN LLP  
2 CHARLES N. FREIBERG (SBN 70890)  
3 BRIAN P. BROSNAHAN (SBN 112894)  
4 JACOB N. FOSTER (SBN 250785)  
5 101 California Street, Suite 2300  
6 San Francisco, California 94111  
7 Telephone: (415) 421-6140  
8 Facsimile: (415) 398-5030

6 LAW OFFICES OF CRAIG A. MILLER  
7 CRAIG A. MILLER (SBN 116030)  
8 225 Broadway, Suite 1310  
9 San Diego, CA 92101  
10 Telephone: (619) 231-9449  
11 Facsimile: (619) 231-8638

12 Attorneys for Plaintiffs  
13 JOYCE WALKER, KIM BRUCE HOWLETT,  
14 and MURIEL SPOONER, on behalf of themselves  
15 and all others similarly situated

16 **UNITED STATES DISTRICT COURT**  
17 **CENTRAL DISTRICT OF CALIFORNIA**

18 JOYCE WALKER, KIM BRUCE  
19 HOWLETT, and MURIEL  
20 SPOONER, on behalf of themselves  
21 and all others similarly situated,

22 Plaintiffs,

23 v.

24 LIFE INSURANCE COMPANY OF  
25 THE SOUTHWEST, a Texas  
26 corporation,

27 Defendant.

**CLASS ACTION**

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

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

**JOINT STIPULATION FOR AN  
ORDER CONCERNING  
COMMUNICATIONS BETWEEN  
DEFENDANT LIFE INSURANCE  
COMPANY OF THE SOUTHWEST  
AND CLASS MEMBERS**

KASOWITZ, BENSON, TORRES & FRIEDMAN LLP  
101 CALIFORNIA STREET, SUITE 2300  
SAN FRANCISCO, CALIFORNIA 94111

1 Pursuant to Local Rule 7-1, Plaintiffs Joyce Walker, Kim Bruce Howlett,  
2 and Muriel Spooner (“Plaintiffs”) and Defendant Life Insurance Company of the  
3 Southwest (“LSW”) (collectively, the “parties”), by and between their undersigned  
4 counsel, submit the following stipulation:

5 WHEREAS, the parties have agreed that the initial class notice to be  
6 disseminated to members of the class will contain the following language on the  
7 first page of the notice: “This lawsuit has not changed the terms of your insurance  
8 policy if it is in force, and all contractual guarantees remain in place and are not at  
9 risk. If you have any questions about your insurance policy other than about this  
10 Notice or this Class Action, you should contact LSW or your insurance agent as  
11 usual (contact information is below).”

12 WHEREAS, Plaintiffs believe that the inclusion of this information presents  
13 concerns regarding the communications that may occur between absent class  
14 members and employees or agents of LSW;

15 WHEREAS, the parties reached agreement on a form of an order regarding  
16 the scope of proper communications on Sunday, March 24, 2013;

17 WHEREAS, good cause exists to enter an order clarifying the scope of  
18 proper communications between LSW’s employees and agents with absent class  
19 members;

20 IT IS HEREBY STIPULATED AND AGREED, by and between the  
21 undersigned counsel for the parties:

- 22 1. LSW shall instruct its agents and employees not to discuss the class  
23 notice or this lawsuit with class members throughout the remainder of this lawsuit,  
24 unless otherwise ordered by the Court. LSW shall disseminate this instruction to  
25 all of its agents and employees by mass email or by such other method ordinarily  
26 used by LSW in the course of its business to send mass communications to its  
27 agents and employees that best ensures that this instruction is received by LSW’s  
28 agents and employees. LSW shall send this instruction by no later than 10 days

1 prior to the date that the class notice is mailed to the class. Nothing in this order  
2 shall prevent LSW or its agents or employees from continuing to communicate  
3 with class members in the ordinary course of its business.

4  
5 DATED: March 25, 2013

KASOWITZ BENSON TORRES &  
FRIEDMAN LLP

6  
7  
8 By: /s/ Charles N. Freiberg  
9 Charles N. Freiberg

10  
11 Attorneys For Plaintiffs  
12 JOYCE WALKER, KIM BRUCE HOWLETT,  
13 and MURIEL SPOONER, on behalf of  
14 themselves and all others similarly situated

15  
16 WILMER CUTLER PICKERING HALE AND  
17 DORR LLP

18 By: /s/ Jonathan A. Shapiro  
19 Jonathan A. Shapiro

20 Attorneys For Defendant  
21 LIFE INSURANCE COMPANY OF THE  
22 SOUTHWEST  
23  
24  
25  
26  
27  
28

KASOWITZ, BENSON, TORRES & FRIEDMAN LLP  
101 CALIFORNIA STREET, SUITE 2300  
SAN FRANCISCO, CALIFORNIA 94111