

UNITED STATES DISTRICT COURT FOR THE CENTRAL DISTRICT OF
CALIFORNIA

**Alessandro Hickey v. New York Life Insurance Company; and Does 1
through 10, Inclusive**

Hickey v. New York Life · No. 2:25-cv-03241-GW-MBK · Decided October 16, 2025

OPINION

1 CHARLES K. CHINEDUH (SBN 273258) Charles.Chineduh@maynardnexsen.com 2
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Telephone: 310.596.4500 4 Attorneys for Defendant and Interpleader Plaintiff 5 NEW YORK
LIFE INSURANCE COMPANY 6 7 8 UNITED STATES DISTRICT COURT 9 CENTRAL
DISTRICT OF CALIFORNIA 10 11 ALESSANDRO HICKEY, an individual; Case No. 2:25-cv-
03241-GW-MBK 12 Plaintiff, 13 v. [PROPOSED] STIPULATED PROTECTIVE ORDER 14
NEW YORK LIFE INSURANCE COMPANY, a business entity, form 15 unknown; and DOES 1
through 10, Inclusive; 16 17 Defendants.

18 19 NEW YORK LIFE INSURANCE 20 COMPANY, 21 Interpleader Plaintiff, 22 v. 23
ALESSANDRO HICKEY and YESENIA GARCIA, 24 Interpleader Defendants. 25 26 27 1 1.
GENERAL 2 1.1 Purposes and Limitations. Discovery in this action is likely to involve 3
production of confidential, proprietary, or private information for which special 4 protection from
public disclosure and from use for any purpose other than 5 prosecuting this litigation may be
warranted.

Accordingly, the parties hereby 6 stipulate to and petition the Court to enter the following
Stipulated Protective Order. 7 The parties acknowledge that this Order does not confer blanket
protections on all 8 disclosures or responses to discovery and that the protection it affords from
public 9 disclosure and use extends only to the limited information or items that are entitled 10 to
confidential treatment under the applicable legal principles.

The parties further 11 acknowledge, as set forth in Section 12.3, below, that this Stipulated
Protective 12 Order does not entitle them to file confidential information under seal; Civil Local
13 Rule 79-5 sets forth the procedures that must be followed and the standards that will 14 be
applied when a party seeks permission from the court to file material under seal.

15 1.2 Good Cause Statement. 16 This action involves a dispute over benefits under a life
insurance policy 17 issued by a subsidiary of Defendant New York Life Insurance Company
("New York 18 Life"). The relevant issues in the action concern, among other things, whether 19
benefits are payable under the subject policy, whether the insured made material 20

misrepresentations during the application process, the proper beneficiary or 21 beneficiaries of the policy, and whether any of the potential beneficiaries are 22 implicated in the insured's death.

23 The action is likely to involve New York Life's trade secrets, and/or other 24 confidential and proprietary materials such as underwriting guidelines, records 25 reflecting operational policies and procedures, other company manuals, private 26 medical and financial information pertaining to the insured, as well as other 27 individuals or entities having information or documents related to the issues in this 1 action etc., for which special protection from public disclosure and from use for any 2 purpose other than prosecution of this action is warranted.

3 Accordingly, to expedite the flow of information, to facilitate the prompt 4 resolution of disputes over confidentiality of discovery materials, to adequately 5 protect information the parties are entitled to keep confidential, to ensure that the 6 parties are permitted reasonable necessary uses of such material in preparation for 7 and in the conduct of trial, to address their handling at the end of the litigation, and 8 serve the ends of justice, a protective order for such information is justified in this 9 matter.

It is the intent of the parties that information will not be designated as 10 confidential for tactical reasons and that nothing be so designated without a good 11 faith belief that it has been maintained in a confidential, non-public manner, and 12 there is good cause why it should not be part of the public record of this case. 13 2. DEFINITIONS 14 2.1 Action: Alessandro Hickey v. New York Life Insurance Company, et 15 al., United States District Court, Central District of California, Case No. 2:25-cv- 16 03241-GW-MBKx.

17 2.2 Challenging Party: a Party or Non-Party that challenges the designation 18 of information or items under this Order. 19 2.3 "CONFIDENTIAL" Information or Items: information (regardless of 20 how it is generated, stored or maintained) or tangible things that qualify for 21 protection under Federal Rule of Civil Procedure 26(c), and as specified above in 22 the Good Cause Statement.

23 2.4 Counsel: Outside Counsel of Record and House Counsel (as well as 24 their support staff). 25 2.5 Designating Party: a Party or Non-Party that designates information or 26 items that it produces in disclosures or in responses to discovery as 27 "CONFIDENTIAL." 1 2.6 Disclosure or Discovery Material: all items or information, regardless 2 of the medium or manner in which it is generated, stored, or maintained (including, 3 among other things, testimony, transcripts, and tangible things), that are produced or 4 generated in disclosures or responses to discovery in this matter.

5 2.7 Expert: a person with specialized knowledge or experience in a matter 6 pertinent to the litigation who has been retained by a Party or its counsel to serve as 7 an expert witness or as a consultant in this Action. 8 2.8 House Counsel: attorneys who are employees of a party to this

Action. 9 House Counsel does not include Outside Counsel of Record or any other outside 10 counsel.

11 2.9 Non-Party: any natural person, partnership, corporation, association, 12 or other legal entity not named as a Party to this action. 13 2.10 Outside Counsel of Record: attorneys who are not employees of a party 14 to this Action but are retained to represent or advise a party to this Action and have 15 appeared in this Action on behalf of that party or are affiliated with a law firm that 16 has appeared on behalf of that party, including support staff.

17 2.11 Party: any party to this Action, including all of its officers, directors, 18 employees, consultants, retained experts, and Outside Counsel of Record (and their 19 support staffs). 20 2.12 Producing Party: a Party or Non-Party that produces Disclosure or 21 Discovery Material in this Action. 22 2.13 Professional Vendors: persons or entities that provide litigation support 23 services (e.g., photocopying, videotaping, translating, preparing exhibits or 24 demonstrations, and organizing, storing, or retrieving data in any form or medium) 25 and their employees and subcontractors.

26 2.14 Protected Material: any Disclosure or Discovery Material that is 27 designated as “CONFIDENTIAL.” 1 2.15 Receiving Party: a Party that receives Disclosure or Discovery Material 2 from a Producing Party. 3 3. SCOPE 4 The protections conferred by this Stipulation and Order cover not only 5 Protected Material (as defined above), but also (1) any information copied or 6 extracted from Protected Material; (2) all copies, excerpts, summaries, or 7 compilations of Protected Material; and (3) any testimony, conversations, or 8 presentations by Parties or their Counsel that might reveal Protected Material.

9 Any use of Protected Material at trial shall be governed by the orders of the 10 trial judge. This Order does not govern the use of Protected Material at trial. 11 4. DURATION 12 Once a case proceeds to trial, all of the court-filed information to be 13 introduced that was previously designated as confidential or maintained pursuant to 14 this protective order becomes public and will be presumptively available to all 15 members of the public, including the press, unless compelling reasons supported by 16 specific factual findings to proceed otherwise are made to the trial judge in advance 17 of the trial.

See *Kamakana v. City and Cty. of Honolulu*, 447 F.3d 1172, 1180-81 18 (9th Cir. 2006) (distinguishing “good cause” showing for sealing documents 19 produced in discovery from “compelling reasons” standard when merits-related 20 documents are part of court record).

Accordingly, the terms of this protective order 21 do not extend beyond the commencement of the trial. 22 5. DESIGNATING PROTECTED MATERIAL 23 5.1 Exercise of Restraint and Care in Designating Material for Protection. 24 Each Party or Non-Party that designates information or

items for protection under 25 this Order must take care to limit any such designation to specific material that 26 qualifies under the appropriate standards.

The Designating Party must designate for 27 protection only those parts of material, documents, items, or oral or written communications that qualify so that other portions of the material, documents, items, 1 or communications for which protection is not warranted are not swept unjustifiably 2 within the ambit of this Order. 3 Mass, indiscriminate, or routinized designations are prohibited.

Designations 4 that are shown to be clearly unjustified or that have been made for an improper 5 purpose (e.g., to unnecessarily encumber the case development process or to impose 6 unnecessary expenses and burdens on other parties) may expose the Designating 7 Party to sanctions. 8 If it comes to a Designating Party's attention that information or items that it 9 designated for protection do not qualify for protection, that Designating Party must 10 promptly notify all other Parties that it is withdrawing the inapplicable designation.

11 5.2 Manner and Timing of Designations. Except as otherwise provided in 12 this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise 13 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection 14 under this Order must be clearly so designated before the material is disclosed or 15 produced. 16 Designation in conformity with this Order requires: 17 (a) for information in documentary form (e.g., paper or electronic 18 documents, but excluding transcripts of depositions or other pretrial or trial 19 proceedings), that the Producing Party affix, at a minimum, the legend 20 "CONFIDENTIAL" (hereinafter "CONFIDENTIAL legend"), to each page that 21 contains protected material.

If only a portion or portions of the material on a page 22 qualifies for protection, the Producing Party also must clearly identify the protected 23 portion(s) (e.g., by making appropriate markings in the margins). 24 A Party or Non-Party that makes original documents available for inspection 25 need not designate them for protection until after the inspecting Party has indicated 26 which documents it would like copied and produced.

During the inspection and 27 before the designation, all of the material made available for inspection shall be deemed "CONFIDENTIAL." After the inspecting Party has identified the 1 documents it wants copied and produced, the Producing Party must determine which 2 documents, or portions thereof, qualify for protection under this Order. Then, before 3 producing the specified documents, the Producing Party must affix the 4 "CONFIDENTIAL legend" to each page that contains Protected Material.

If only a 5 portion or portions of the material on a page qualifies for protection, the Producing 6 Party also must clearly identify the protected portion(s) (e.g., by making appropriate 7 markings in

the margins). 8 (b) for testimony given in depositions that the Designating Party 9 identify the Disclosure or Discovery Material on the record, before the close of the 10 deposition.

11 (c) for information produced in some form other than documentary and 12 for any other tangible items, that the Producing Party affix in a prominent place on 13 the exterior of the container or containers in which the information is stored the 14 legend “CONFIDENTIAL.” If only a portion or portions of the information 15 warrants protection, the Producing Party, to the extent practicable, shall identify the 16 protected portion(s).

17 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent 18 failure to designate qualified information or items does not, standing alone, waive 19 the Designating Party’s right to secure protection under this Order for such material. 20 Upon timely correction of a designation, the Receiving Party must make reasonable 21 efforts to assure that the material is treated in accordance with the provisions of this 22 Order.

23 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS 24 6.1 Timing of Challenges. Any Party or Non-Party may challenge a 25 designation of confidentiality at any time that is consistent with the Court’s 26 Scheduling Order. 27 6.2 Meet and Confer.

The Challenging Party shall initiate the dispute resolution process under Local Rule 37-1, et seq, as modified by Judge Kaufman’s 1 Procedures. See <https://www.cacd.uscourts.gov/honorable-michael-b-kaufman>. Any 2 discovery motion must strictly comply with these procedures. 3 6.3 Burden.

The burden of persuasion in any such challenge proceeding 4 shall be on the Designating Party. Frivolous challenges, and those made for an 5 improper purpose (e.g., to harass or impose unnecessary expenses and burdens on 6 other parties) may expose the Challenging Party to sanctions. Unless the Designating 7 Party has waived or withdrawn the confidentiality designation, all parties shall 8 continue to afford the material in question the level of protection to which it is 9 entitled under the Producing Party’s designation until the Court rules on the 10 challenge.

11 7. ACCESS TO AND USE OF PROTECTED MATERIAL 12 7.1 Basic Principles. A Receiving Party may use Protected Material that is 13 disclosed or produced by another Party or by a Non-Party in connection with this 14 Action only for prosecuting, defending, or attempting to settle this Action. Such 15 Protected Material may be disclosed only to the categories of persons and under the 16 conditions described in this Order.

When the Action has been terminated, a 17 Receiving Party must comply with the provisions of section 13 below (FINAL 18 DISPOSITION). 19 Protected Material must be stored and maintained by a Receiving Party at a 20 location and in a secure manner that ensures that access is

limited to the persons 21 authorized under this Order. 22 7.2 Disclosure of “CONFIDENTIAL” Information or Items.

Unless 23 otherwise ordered by the Court or permitted in writing by the Designating Party, a 24 Receiving Party may disclose any information or item designated 25 “CONFIDENTIAL” only to: 26 (a) the Receiving Party’s Outside Counsel of Record in this Action, as 27 well as employees of said Outside Counsel of Record to whom it is reasonably necessary to disclose the information for this Action; 1 (b) the officers, directors, and employees (including House Counsel) 2 of the Receiving Party to whom disclosure is reasonably necessary for this Action; 3 (c) Experts (as defined in this Order) of the Receiving Party to whom 4 disclosure is reasonably necessary for this Action and who have signed the 5 “Acknowledgment and Agreement to Be Bound” (Exhibit A); 6 (d) the Court and its personnel; 7 (e) court reporters and their staff; 8 (f) professional jury or trial consultants, mock jurors, and Professional 9 Vendors to whom disclosure is reasonably necessary for this Action and who have 10 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A); 11 (g) the author or recipient of a document containing the information or 12 a custodian or other person who otherwise possessed or knew the information; 13 (h) during their depositions, witnesses, and attorneys for witnesses, in 14 the Action to whom disclosure is reasonably necessary provided: (1) the deposing 15 party requests that the witness sign the form attached as Exhibit A hereto; and (2) 16 they will not be permitted to keep any confidential information unless they sign the 17 “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise 18 agreed by the Designating Party or ordered by the Court.

Pages of transcribed 19 deposition testimony or exhibits to depositions that reveal Protected Material may 20 be separately bound by the court reporter and may not be disclosed to anyone except 21 as permitted under this Stipulated Protective Order; and 22 (i) any mediator or settlement officer, and their supporting personnel, 23 mutually agreed upon by any of the parties engaged in settlement discussions.

24 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED 25 PRODUCED IN OTHER LITIGATION 26 If a Party is served with a subpoena or a court order issued in other litigation 27 that compels disclosure of any information or items designated in this Action as “CONFIDENTIAL,” that Party must: 1 (a) promptly notify in writing the Designating Party. Such notification shall 2 include a copy of the subpoena or court order; 3 (b) promptly notify in writing the party who caused the subpoena or order to 4 issue in the other litigation that some or all of the material covered by the subpoena 5 or order is subject to this Protective Order.

Such notification shall include a copy of 6 this Stipulated Protective Order; and 7 (c) cooperate with respect to all reasonable procedures sought to be pursued 8 by the Designating Party whose Protected Material may be affected. 9 If the Designating Party timely seeks a protective order, the Party served with 10 the subpoena or court order shall not produce any information designated in

this 11 action as “CONFIDENTIAL” before a determination by the court from which the 12 subpoena or order issued, unless the Party has obtained the Designating Party’s 13 permission.

The Designating Party shall bear the burden and expense of seeking 14 protection in that court of its confidential material and nothing in these provisions 15 should be construed as authorizing or encouraging a Receiving Party in this Action 16 to disobey a lawful directive from another court.

17 9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE 18 PRODUCED IN THIS LITIGATION 19 (a) The terms of this Order are applicable to information produced by a Non- 20 Party in this Action and designated as “CONFIDENTIAL.” Such information 21 produced by Non-Parties in connection with this litigation is protected by the 22 remedies and relief provided by this Order.

Nothing in these provisions should be 23 construed as prohibiting a Non-Party from seeking additional protections. 24 (b) In the event that a Party is required, by a valid discovery request, to 25 produce a Non-Party’s confidential information in its possession, and the Party is 26 subject to an agreement with the Non-Party not to produce the Non-Party’s 27 confidential information, then the Party shall: 1 (1) promptly notify in writing the Requesting Party and the Non-Party 2 that some or all of the information requested is subject to a confidentiality agreement 3 with a Non-Party; 4 (2) promptly provide the Non-Party with a copy of the Stipulated 5 Protective Order in this Action, the relevant discovery request(s), and a reasonably 6 specific description of the information requested; and 7 (3) make the information requested available for inspection by the 8 Non-Party, if requested.

9 (c) If the Non-Party fails to seek a protective order from this Court within 14 10 days of receiving the notice and accompanying information, the Receiving Party 11 may produce the Non-Party’s confidential information responsive to the discovery 12 request. If the Non-Party timely seeks a protective order, the Receiving Party shall 13 not produce any information in its possession or control that is subject to the 14 confidentiality agreement with the Non-Party before a determination by the Court.

15 Absent a court order to the contrary, the Non-Party shall bear the burden and expense 16 of seeking protection in this Court of its Protected Material. 17 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL 18 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed 19 Protected Material to any person or in any circumstance not authorized under this 20 Stipulated Protective Order, the Receiving Party must immediately (a) notify in 21 writing the Designating Party of the unauthorized disclosures, (b) use its best efforts 22 to retrieve all unauthorized copies of the Protected Material, (c) inform the person 23 or persons to whom unauthorized disclosures were made of all the terms of this 24 Order, and (d) request such person or persons to execute the “Acknowledgment and 25 Agreement to Be Bound” that is attached hereto as Exhibit A. 26 /// 27 /// /// 1 11.

INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE 2 PROTECTED MATERIAL 3 When a Producing Party gives notice to Receiving Parties that certain inadvertently 4 produced material is subject to a claim of privilege or other protection, the 5 obligations of the Receiving Parties are those set forth in Federal Rule of Civil 6 Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure 7 may be established in an e-discovery order that provides for production without prior 8 privilege review.

Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as 9 the parties reach an agreement on the effect of disclosure of a communication or 10 information covered by the attorney-client privilege or work product protection, the 11 parties may incorporate their agreement in the stipulated protective order submitted 12 to the Court. 13 12. MISCELLANEOUS 14 12.1 Right to Further Relief.

Nothing in this Order abridges the right of any 15 person to seek its modification by the Court in the future. 16 12.2 Right to Assert Other Objections. By stipulating to the entry of this 17 Protective Order, no Party waives any right it otherwise would have to object to 18 disclosing or producing any information or item on any ground not addressed in this 19 Stipulated Protective Order.

Similarly, no Party waives any right to object on any 20 ground to use in evidence of any of the material covered by this Protective Order. 21 12.3 Filing Protected Material. A Party that seeks to file under seal any 22 Protected Material must comply with Civil Local Rule 79-5. Protected Material may 23 only be filed under seal pursuant to a court order authorizing the sealing of the 24 specific Protected Material at issue; good cause must be shown in the request to file 25 under seal.

If a Party's request to file Protected Material under seal is denied by the 26 Court, then the Receiving Party may file the information in the public record unless 27 otherwise instructed by the Court. /// 1 13. FINAL DISPOSITION 2 After the final disposition of this Action, within 60 days of a written request 3 by the Designating Party, each Receiving Party must return all Protected Material to 4 the Producing Party or destroy such material.

As used in this subdivision, "all 5 Protected Material" includes all copies, abstracts, compilations, summaries, and any 6 other format reproducing or capturing any of the Protected Material. Whether the 7 Protected Material is returned or destroyed, the Receiving Party must submit a 8 written certification to the Producing Party (and, if not the same person or entity, to 9 the Designating Party) by the 60 day deadline that (1) identifies (by category, where 10 appropriate) all the Protected Material that was returned or destroyed, and (2) affirms 11 that the Receiving Party has not retained any copies, abstracts, compilations, 12 summaries or any other format reproducing or capturing any of the Protected 13 Material.

Notwithstanding this provision, counsel are entitled to retain an archival 14 copy of all pleadings, motion papers, trial, deposition, and hearing transcripts, legal 15 memoranda, correspondence, deposition and trial exhibits, expert reports, attorney 16 work product, and consultant and expert work product, even if such materials contain 17 Protected Material.

Any such archival copies that contain or constitute Protected 18 Material remain subject to this Protective Order as set forth in Section 4 19 (DURATION). 20 14. VIOLATION OF ORDER 21 Any violation of this Order may be punished by any and all appropriate 22 measures including, without limitation, contempt proceedings and/or monetary 23 sanctions. 24 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

25 26 27 ***SIGNATURES ON THE NEXT PAGE*** 1|| Dated: October 15, 2025 ADEPT LAW FIRM /s/ Joseph S. Fogel 3 By: JOSEPH S. FOGEL Attorneys for Plaintiff and 4 Interpleader Defendant ALESSANDRO HICKEY 6 Dated: October 15, 2025 MAYNARD NEXSEN LLP 8 /s/ Charles K. Chineduh 9 By: CHARLES K. CHINEDUH Attorneys for Defendant and 10 Interpleader Plaintiff NEW YORK LIFE INSURANCE 1] COMPANY 12 13|| Dated: October 15, 2025 LAW OFFICES OF MARC P. GRISMER 14 15 /s/ Marc P. Grismer By: MARC P. GRISMER «16 Attorneys for Interpleader Defendant YESENIA GARCIA <° 18 Filer's Attestation-Local Rule 5-4.3.4(a)(2)(i) 19 The filing attorney attests that he has obtained concurrence regarding the 201! filing of this document and its content from all signatories to this document.

21 /s/ Charles K. Chineduh 22 CHARLES K. CHINEDUH 23 IT IS SO ORDERED. 25 26|| DATED: _ October 16, 2025 LACEY 27 MICHAEL B. KAUFMAN UNITED STATES MAGISTRATE JUDGE 28 14 >IPROPOCED] STIPULATED PROTECTIVE ORDER 1 EXHIBIT A 2 ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND 3 I, _____ [print or type full name], of 4 _____ [print or type full address], declare under penalty of 5 perjury that I have read in its entirety and understand the Stipulated Protective Order 6 that was issued by the United States District Court for the Central District of 7 California on [date] in the case of Alessandro Hickey v. New York Life Insurance 8 Company, et al., United States District Court, Central District of California Case No. 9 2:25-cv-03241-GW-MBKx.

I agree to comply with and to be bound by all the terms 10 of this Stipulated Protective Order, and I understand and acknowledge that failure to 11 so comply could expose me to sanctions and punishment in the nature of contempt. 12 I solemnly promise that I will not disclose in any manner any information or item 13 that is subject to this Stipulated Protective Order to any person or entity except in 14 strict compliance with the provisions of this Order.

I further agree to submit to the 15 jurisdiction of the United States District Court for the Central District of California 16 for the purpose of enforcing the terms of this Stipulated Protective Order,

even if 17 such enforcement proceedings occur after termination of this action. I hereby appoint
18 _____ [print or type full name] of _____ 19
_____ [print or type full address and telephone 20 number] as
my California agent for service of process in connection with this action 21 or any proceedings
related to enforcement of this Stipulated Protective Order.

22 23 Date: _____ 24 City and State where sworn and
signed: _____ 25 Printed name:

_____ 26 Signature: _____

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