

**UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF MASSACHUSETTS**

SECURITIES AND EXCHANGE COMMISSION, :

Plaintiff, :

v. :

LYDIA CAPITAL, LLC, :

GLENN MANTERFIELD, and :

EVAN ANDERSON, :

Defendants. :

Case No. 07-cv-10712-RGS

**AGREED PROTECTIVE ORDER**

**WHEREAS**, on April 12, 2007, the Securities and Exchange Commission commenced this action against Lydia Capital, LLC (“Lydia”), Glenn Manterfield, and Evan Anderson; and

**WHEREAS**, on June 1, 2007, the Court entered an Order appointing H. Thomas Moran, II, as the Receiver for Lydia (“Appointment Order”); and

**WHEREAS**, the Appointment Order authorized the Receiver, *inter alia*, to “secure and protect” the “Receivership Assets,” which assets were defined in the Appointment Order; and

**WHEREAS**, on or about June 19, 2007, the Receiver wrote to fourteen different insurance companies, asserting various specifically identified policies constituted Receivership Assets and asking for the insurance companies’ voluntary production of certain documents and information relating to the policies;

**WHEREAS**, the Receiver filed, on or about August 1, 2007, the “Receiver’s Emergency Motion for Order Compelling Insurance Companies to Immediately Provide Information on Policies and to Withhold all Disbursements Pending Further Order of the Court” (Doc. No. 47)

(the "Receiver's Motion"), seeking an order from the Court compelling each of the fourteen insurance companies identified on Exhibit 1 to the Receiver's Motion to comply with his requests for information; and

**WHEREAS**, the Lincoln National Life Insurance Company and Lincoln Life and Annuity Company of New York (collectively "Lincoln") opposed the Receiver's motion citing privacy concerns and that Lincoln's file materials do not reflect that the Policies constitute Receivership Assets, or otherwise show any connection between the Policies and Lydia; and

**WHEREAS**, the Court held oral argument on the Receiver's motion and Lincoln's opposition on October 24, 2007, and thereafter granted the Receiver's motion subject to entry of an agreed upon protective order;

**IT IS HEREBY ORDERD THAT:**

1. Within fourteen (14) days, each of the insurance companies identified on Exhibit 1 hereto (the "Insurance Companies") will provide to the Receiver and his attorney: (a) all communications in its possession relating to the policies identified on Exhibit 1 (the "Policies"), including correspondence, billing, or other documentation; (b) illustrations for each of the Policies; and (c) completed verification of coverage forms for each of the Policies. The Insurance Companies are further ordered to copy the Receiver and his attorney on all future communications relating to the Policies, including correspondence, billing or other documentation. (Documents to be produced in accordance with this paragraph include documents received by the Insurance Company from any insured, owner, Trustee, beneficiary, or other interested party; documents sent by the Insurance Company to any insured, owner, Trustee, beneficiary, broker or other interested party; or documents otherwise generated in the servicing of the Policies.)

2. Any and all documents provided to the Receiver or his attorney in accordance with Paragraph 1 above shall be treated by the Receiver as confidential (“Confidential Information”). The Receiver may use the Confidential Information for purposes of (a) this litigation; (b) any ancillary litigation filed by or against the Receiver; (c) administering/managing the Portfolio, including any investigation of the policies or any possible sale of the Portfolio; and (d) any other use that is consistent with the duties imposed by the Appointment Order. Absent further order of the Court, the Receiver may not disclose this Confidential Information to any person or entity other than his counsel of record, persons employed by his office or the S.E.C. The non-disclosure obligations set forth in this paragraph shall apply equally to the Receiver’s counsel of record, persons employed by his office, and the S.E.C. Further, if it is necessary to file any of the Confidential Information with the Court, the Receiver shall do so under seal or seek an amendment to or modification of this Agreed Protective Order.

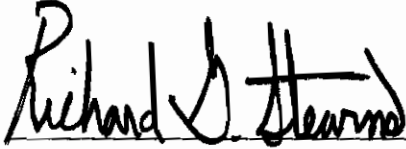
3. Nothing in this Agreed Protective Order shall be construed as changing, in the records of the Insurance Company or otherwise, the identity of the record owner or beneficiary of the Policies. However, due to the nature of this proceeding, the Court’s appointment of the Receiver and the Receiver’s and S.E.C.’s assertion that the Policies are and constitute Receivership Assets, the Insurance Companies are ordered to withhold all disbursements relating to the Policies, including refunds or maturities, pending further order of the Court.

4. The Insurance Companies’ compliance with the terms of this Agreed Protective Order shall not be deemed a violation of any law protecting non-public, unpublished, confidential, or otherwise private information, including, but not limited to, HIPAA (Pub. L. No. 104-191, 110 Stat. 1936) and the Gramm-Leach-Bliley Act (15 U.S.C. § 6801).

5. This Order does not constitute a waiver of any rights available to any of the Insurance Companies, the Receiver, or any other party under the Policies or at law; all claims, rights, causes of action, remedies, defenses or interests that any party, person or entity has or may have under the Policies, state and federal law, equity, or pursuant to Court order are reserved. Nothing in this Agreed Protective Order is intended to create an obligation upon an Insurance Company greater than the Insurance Company's obligation to the record owner of the Policies.

6. In the event an Insurance Company or the Receiver desires relief from the terms of this order, such relief may be provided by agreement or by leave of this Court.

IT IS SO ORDERED this 21<sup>ST</sup> day of November, 2007.

  
RICHARD STEARNS  
UNITED STATES DISTRICT JUDGE