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October 9, 2023

BY ECF

The Honorable Mary Kay Vyskocil
United States District Court, Southern District of New York

Re: *PHT Holding I LLC & James Kenney v. PHL Variable Insurance Company*, Case No. 1:18-cv-03444-MKV (S.D.N.Y.)

Dear Judge Vyskocil:

Pursuant to the terms of the Stipulated Protective Order and Confidentiality Agreement (Dkt. 64), we respectfully seek leave to file in redacted form the following documents:

- Class Counsel's Motion for Attorneys' Fees, Reimbursement of Litigation Expenses, and Service Award;
- Declaration of Seth Ard in Support of Class Counsel's Motion for Attorneys' Fees, Reimbursement of Litigation Expenses, and Service Award; and
- Declaration of James Rouse in Support of Class Counsel's Motion for Attorneys' Fees, Reimbursement of Litigation Expenses, and Service Award.

These documents contain redacted references to documents designated as confidential by PHL and/or material that Plaintiffs are redacting as a matter of precaution so that PHL can try to justify any redactions it may think necessary. PHL has the obligation to justify the sealing request as to those redactions. Dkt. 64 at ¶ 14.

Plaintiffs will file unredacted copies of the documents identified above via ECF using the “Selected Parties” viewing level. Plaintiffs do not believe that any of the documents identified above should remain under seal. *See In re Gen. Motors LLC Ignition Switch Litig.*, No. 14-MD-2543, 2015 WL 4750774, at *4 (S.D.N.Y. Aug. 11, 2015) (“The mere fact that information is subject to a confidentiality agreement between litigants . . . is not a valid basis to overcome the presumption in favor of public access to judicial documents.”).

Sincerely,

/s/ Michael Adamson
Michael Adamson

cc: Counsel for PHL via ECF

SO ORDERED

Dated: _____

MARY KAY VYSKOCIL
United States District Judge