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6 **Attorneys for Plaintiff and**  
7 **Counterdefendant FEDERAL**  
8 **DEPOSIT INSURANCE**  
9 **CORPORATION as Receiver for**  
10 **INDYMAC BANK, F.S.B.**

11 **UNITED STATES DISTRICT COURT**  
12 **CENTRAL DISTRICT OF CALIFORNIA, WESTERN DIVISION**

13 FEDERAL DEPOSIT INSURANCE  
14 CORPORATION AS RECEIVER FOR  
INDYMAC BANK, F.S.B.,

15 Plaintiff,

16 vs.

17 RPM MORTGAGE, a California  
18 corporation dba PLATINUM CAPITAL  
GROUP, a California corporation;  
19 PLATINUM CAPITAL GROUP, a  
California corporation; SKYLINE  
20 FINANCIAL CORP., a California  
corporation; SKYLINE FINANCIAL  
21 CORP. dba STRATFORD, business  
entity unknown and STEPHANIE  
GREEN, an individual,

22 Defendants.

23  
24 AND RELATED CROSS-CLAIM

Case No. CV10-01758-ODW (RCx)

**(PROPOSED) ORDER FOR  
PROTECTIVE ORDER**

NOTE CHANGES MADE BY THE COURT.

[DISCOVERY DOCUMENT: Referred  
to Magistrate Judge Rosalyn M.  
Chapman]

25 Pursuant to the stipulation between plaintiff and counterdefendant  
26 FEDERAL DEPOSIT INSURANCE CORPORATION as Receiver for INDYMAC  
27 BANK, F.S.B. and defendant and counterclaimant SKYLINE FINANCIAL CORP.  
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1 and defendant STEPHANIE GREEN (collectively the "Parties"), and being fully  
2 advised by the Parties, and good cause appearing, the Court now enters the  
3 following Protective Order:

4 **PROTECTIVE ORDER**

5 The following restrictions shall be observed as to such properly  
6 designated Confidential Information as may be produced in discovery by the Parties  
7 to this litigation:

8 **I. INTRODUCTION**

9 **A. Definitions**

10 1. "Confidential Document" means any document produced that  
11 bears the stamp or legend specified in Section II, Designation of Confidential  
12 Information, below, which signifies that the Designating Party contends that the  
13 document contains Confidential Information (as Confidential Information is defined  
14 in the next paragraph) entitled to confidentiality under established principles of law.

15 2. "Confidential Information" means a trade secret or other  
16 confidential commercial information, sensitive or proprietary business or financial  
17 information, personal information, or information furnished to the party producing  
18 the information in confidence by a third party. The following categories of  
19 documents are deemed to contain Confidential Information:

20 a. "Loan Origination Files" for the loans at issue in  
21 this litigation which include the borrower's private  
22 information.

23 b. "Loan Servicing Files" for the loans at issue in this  
24 litigation which will include the borrower's private  
25 information, and other confidential or proprietary business  
26 records.

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- c. "Foreclosure Files" for the loans at issue in this litigation which will include the borrower's private information.
  - d. "Repurchase Demand Files" for the loans at issue in this litigation which will include the borrower's private information, confidential business records, and other proprietary information.
  - e. "Personal Records" as defined by California Code of Civil Procedure §1985.3.
  - f. "Seller Files" for SKYLINE FINANCIAL CORP. and PLATINUM CAPITAL GROUP which may include confidential or proprietary business records.
  - g. The Lending Guide which is proprietary to INDYMAC BANK, F.S.B.
3. "Document" or "Documents" means all written, recorded, electronic or graphic material, whether produced or created by a party or another person, and whether produced pursuant to document request, subpoena, by agreement, or otherwise, and includes deposition transcripts and exhibits, where applicable.
4. "Designating Party" means the party who initially produces the Document and marks it as "Confidential-Subject to Protective Order" pursuant to this Protective Order.
5. "Party" or "Parties" means any person or entity that is named as a party to this litigation.
6. "Person" means any natural person, or any legal or business entity, profit or nonprofit organization, or any government agency.
7. "Discovery Material" means: (a) all documents produced in this action, other than documents which are publicly available or are produced by

1 nonparties; (b) all deposition testimony taken in this action, exhibits thereto and any  
2 video or transcripts thereof, whether in written or computer format; (c) responses to  
3 interrogatories, responses to requests for admission, and all other written discovery  
4 served or filed in this action and all contents of such discovery; and (d) documents  
5 produced in this action that the parties agree may be used in this action or that this  
6 Court orders can be used in this action.

7 8. "Disclose" means to show, give, make available, reproduce,  
8 communicate or excerpt any Discovery Material, or any part or contents thereof.

9 **B. Good Cause**

10 This action involves a contract dispute between defendant and  
11 counterclaimant SKYLINE FINANCIAL CORP., defendant and cross-defendant  
12 STEPHANIE GREEN, and plaintiff and counterdefendant FEDERAL DEPOSIT  
13 INSURANCE CORPORATION, as Receiver for INDYMAC BANK, F.S.B.  
14 relating to four (4) mortgage loans. As such, this litigation will involve the review  
15 and analysis of Loan Origination Files, Loan Servicing Files, Foreclosure files,  
16 Repurchase Demand Files and other Personal Records of individuals who applied  
17 for and obtained mortgage loans at issue. Good cause exists to grant the Parties'  
18 request for a Protective Order to (1) preserve the privacy interests of third party  
19 borrowers; (2) protect the confidential business records and proprietary information  
20 of the plaintiff and defendant; and (3) allow the Parties to exchange information in  
21 the most expeditious fashion possible, with minimum burden, expense, dispute, and  
22 delay.

23 **C. Scope of Protective Order**

24 1. This Protective Order applies to all Parties to this action and their  
25 counsel as well as retained and non-retained experts and/or consultants.

26 2. Nothing in this Protective Order shall require disclosure of any  
27 information or material that is protected from disclosure by any applicable privilege.

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1           3. Any Party hereto may make a good faith objection to the  
2 designation of any document, response, testimony, or information as "Confidential  
3 Information" by the Designating Party, and may make a motion for an order  
4 compelling disclosure of and/or access to such material without restriction, after  
5 attempting to resolve the objection with the Designating Party, <sup>and comply with local Rule 37.</sup> Applicable Federal  
6 and/or California law shall govern the burden and standard of proof on any such  
7 motion.

8           4. This Protective Order shall not abrogate or diminish any  
9 contractual, statutory, or other legal obligation or right of any Party or Person with  
10 respect to information designated as "Confidential Information" pursuant to this  
11 Protective Order. The fact that information is or is not designated as "Confidential  
12 Information" under this Protective Order shall not determine what a trier-of-fact  
13 may find to be confidential or proprietary.

14           5. This Protective Order shall not govern the use by a Party of any  
15 Discovery Material otherwise lawfully in its possession, notwithstanding the fact  
16 that the Party either produces that Discovery Material in the course of discovery in  
17 this action or receives a duplicate copy of that Discovery Material through discovery  
18 in this action.

19           6. The Parties may agree to accord Discovery Material produced in  
20 this action even greater confidentiality protection than that provided in Section II of  
21 this Protective Order, and nothing in the provisions of this Protective Order shall be  
22 deemed to preclude any Party from seeking and obtaining from the Court such  
23 additional protection with respect to the confidentiality of Discovery Material as  
24 may be appropriate or necessary.

25           7. Discovery Material shall not be disclosed to any Person or entity  
26 except as expressly set forth herein. All Discovery Material produced or provided  
27 by any Party or non-party in connection with this litigation shall be used by the  
28 Parties only for the purposes of this action, including depositions, motions, pre-trial

1 preparation, trial or appeal. Otherwise, except by order of the Court, such  
2 Discovery Material shall not be used by any Party other than the producing Party for  
3 any other purpose.

4 **II. CONFIDENTIAL INFORMATION**

5 **A. Designation of Confidential Information**

6 1. A Party, who reasonably believes in good faith that a Document  
7 being produced contains Confidential Information, may designate such Document as  
8 containing such information only by: (1) Bates stamping such Document; and (2)  
9 stamping such Document with the following legend: "CONFIDENTIAL  
10 INFORMATION."

11 2. The Parties intend to produce Loan Origination, Loan Servicing  
12 and Foreclosure Files relating to the subject loans as well as other documents which  
13 include "Personal Records" in response to FRCP Rule 26 Initial Disclosures. In  
14 order to facilitate a more prompt production of these documents, it is stipulated and  
15 agreed that the documents produced by the Parties through their Initial Disclosures  
16 shall be deemed CONFIDENTIAL INFORMATION without the need to affix the  
17 legend to each individual document as described in Paragraph 1 above.

18 **B. Qualified Person Re Confidential Information**

19 Any document or other Discovery Material designated as "Confidential  
20 Information" may be disclosed only to the following Persons and/or entities:

21 1. The Court, its officers, jury, and any special master, referee, or  
22 mediator authorized to act in this proceeding;

23 2. Counsel of record for the Parties to this action, and their  
24 employees or employee equivalents (e.g., legal assistants, secretaries, clerical staff,  
25 copy vendors, etc.) who are regularly employed by such counsel and who are  
26 actively engaged in assisting such counsel in this action;

27 3. Court reporters, deposition reporters, and their staff, to the extent  
28 necessary to perform their duties;

- 1                   4.     Witnesses in the course of a deposition taken in this action;  
2                   5.     The Parties to this action, and those officers, directors, managing  
3 agents, or employees of the Parties hereto who are actively engaged in the  
4 preparation of this action for trial or for other resolution;  
5                   6.     Any retained or non-retained expert and/or consultant who is  
6 engaged in the preparation of this action for trial or for other resolution and who  
7 agrees in writing to be bound by the confidentiality requirements of this Order.

8                   **C.     Limited Use of Confidential Information**

9                   Documents and Discovery Material designated "Confidential  
10 Information" shall be used solely for this lawsuit, and shall not be used for any other  
11 purpose, including, but not limited to, any other litigation, arbitration, or claim.

12                   **D.     Filing Under Seal of Confidential Information**

13                   If a Party desires to use a Confidential Document or Confidential  
14 Information in support of a motion, opposition to a motion, or other document filed  
15 with the Court, the Party shall accompany its papers with an Application to file the  
16 Confidential Document under seal pursuant to United States District Court, Central  
17 District of California, Rule 79-5.1. The Application shall be directed to the judge to  
18 whom the motion, opposition or other papers are directed. Pending the ruling on the  
19 Application, the papers or portions thereof which are subject to the Application shall  
20 be lodged under seal.

21                   **E.     Hearing Re Confidential Information**

22                   Counsel for any Party may request that any hearing or testimony with  
23 respect to information that has been designated "Confidential Information" by that  
24 Party shall be held *in camera* and the transcripts thereof sealed as provided in  
25 Section II, above, such that contents thereof shall not be disclosed to anyone other  
26 than the counsel, parties, and experts hereto, pending further order of the Court.

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1           **F.    Depositions Re Confidential Information**

2           The Parties may use Confidential Documents and Confidential  
3 Information during depositions in this action. In the event that any document or  
4 other Discovery Material designated as "Confidential Information" is marked as an  
5 exhibit in a deposition, or any question is asked at a deposition that calls for or  
6 requires the disclosure of Confidential Information, any Party may request at the  
7 deposition that the portion of the deposition transcript relating to such Confidential  
8 Information be treated as follows:

9           The reporter shall separately bind the portion(s) of the transcript  
10 containing Confidential Information, and any exhibit(s) to the deposition designated  
11 as "Confidential Information," and shall mark such portion(s) and exhibit(s)  
12 substantially as follows:

13                                   **CONFIDENTIAL INFORMATION**

14                                   ***FDIC v. RPM MORTGAGE, et al.***

15                                   **Case No. CV10-01758-ODW (RCx)**

16           **III.   POST-DISCOVERY TREATMENT OF DESIGNATED**  
17           **INFORMATION**

18                   1.    This Protective Order shall not govern at trial. The Parties to this  
19 action shall attempt to agree on procedures to protect at trial the confidentiality of  
20 information designated pursuant to this Protective Order and shall, prior to trial,  
21 submit such proposed procedures to the Court for its approval or modification.

22                   2.    Not later than thirty (30) days after the final disposition of this  
23 litigation, including any appeals, all Discovery Material shall, at the option of the  
24 Producing Party, be returned to counsel for the Producing Party or destroyed and a  
25 certificate of destruction provided. If any Discovery Material is furnished under this  
26 Protective Order to any expert or to any other Person, the attorney for the party  
27 retaining such expert or furnishing the Discovery Material shall be responsible to

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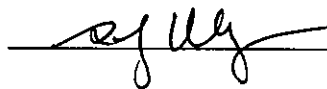
1 ensure that it is returned to counsel and disposed of pursuant to this Protective  
2 Order.

3 3. No part of the terms of this Protective Order may be terminated,  
4 except by the written stipulation executed by counsel of record for each party, or by  
5 an order of this Court for good cause shown. This Protective Order shall survive  
6 any final disposition of this case, and after termination of this action, the Court shall  
7 retain jurisdiction <sup>for 30 days only</sup> to enforce or modify this Protective Order.

8

9 IT IS SO ORDERED, as amended in paragraphs I. c. 3.  
10 and III. 3.

11 Dated: 6-24, 2010



Judge of the United States District Court

ROSALYN M. CHAPMAN  
UNITED STATES MAGISTRATE JUDGE

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