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8 Attorneys for Defendants  
 Countrywide Financial Corporation; Countrywide Home  
 9 Loans, Inc. (erroneously sued as "Countrywide Home  
 Loans"); Bank of America, N.A., as successor by  
 10 April 27, 2009 de jure merger with Countrywide Bank, FSB (formerly known as  
 Countrywide Bank, N.A.); Bank of America Corporation;  
 11 LandSafe, Inc.; and LandSafe Appraisal Services, Inc.  
 (now known as "CoreLogic Valuation Solutions, Inc.")  
 12 (erroneously sued as "Landsafe Appraisal Inc.")

13 **UNITED STATES DISTRICT COURT**  
 14 **CENTRAL DISTRICT OF CALIFORNIA – WESTERN DIVISION**

15 BARBARA WALDRUP, individually, and  
 16 on behalf of other members of the general  
 public similarly situated,

17 Plaintiffs,

18 v.

19 COUNTRYWIDE FINANCIAL  
 20 CORPORATION, a Delaware corporation,  
 COUNTRYWIDE HOME LOANS, a New  
 21 York corporation; COUNTRYWIDE  
 BANK, N.A., a national association,  
 22 BANK OF AMERICA CORPORATION,  
 a Delaware corporation, LANDSAFE  
 23 INC., a Delaware corporation;  
 LANDSAFE APPRAISAL INC., a  
 24 California corporation,

25 Defendants.

Case No. 2:13-cv-08833 CAS  
 (AGRx) (consolidated with Case  
 Number: 2:16-cv-4166 CAS  
 (AGRx))

**AMENDED STIPULATED  
 PROTECTIVE ORDER**

Bryan Cave LLP  
 120 Broadway, Suite 300  
 Santa Monica, California 90401-2386

26  
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1 ELIZABETH WILLIAMS, BECKIE  
2 REASTER, REBECCA MURPHY,  
3 individually, and on behalf of all others  
4 similarly situated,

5 Plaintiffs,

6 vs.

7 COUNTRYWIDE FINANCIAL  
8 CORPORATION, a Delaware  
9 corporation, COUNTRYWIDE HOME  
10 LOANS, a New York corporation,  
11 COUNTRYWIDE BANK, N.A., a  
12 national association, BANK OF  
13 AMERICA CORPORATION, a Delaware  
14 corporation, LANDSAFE, INC., a  
15 Delaware corporation, LANDSAFE  
16 APPRAISAL, INC., a California  
17 corporation,

18 Defendants.

19 Subject to the provisions of Rule 26 of the Federal Rules of Civil Procedure,  
20 Plaintiffs Barbara Waldrup, Elizabeth Williams, Beckie Reaster, and Rebecca  
21 Murphy (“Plaintiffs”), by and through their counsel Baron & Budd, P.C. and Hagens  
22 Berman Sobol Shapiro LLP, and Defendants Countrywide Financial Corporation,  
23 Countrywide Home Loans, Inc. (erroneously sued as “Countrywide Home Loans”),  
24 Bank of America, N.A., as successor by merger with Countrywide Bank, FSB  
25 (formerly known as Countrywide Bank, N.A.), Bank of America Corporation,  
26 LandSafe, Inc., and LandSafe Appraisal Services, Inc. (erroneously sued as  
27 “Landsafe Appraisal Inc.”) (collectively, “Defendants”), by and through their  
28 counsel Bryan Cave LLP, hereby stipulate and agree that discovery materials  
produced or information otherwise disclosed during the course of discovery in both  
the *Waldrup* action and the *Williams* action (collectively, the “Consolidated  
Actions”) may contain private consumer information, competitive information,  
personnel information or other kinds of commercially sensitive and personal  
information that the producing party, based on a good faith belief is subject to

1 confidentiality protection under relevant law, deems confidential. In order to  
2 reasonably preserve the confidentiality of such information the parties further  
3 stipulate and agree as follows:

4 1. This Stipulation shall apply to all materials, documents and information  
5 (including copies, excerpts and summaries of such materials, documents, and  
6 information) designated as “CONFIDENTIAL” or “RESTRICTED” under  
7 Paragraph 2 below, and produced by any party or non-party during the course of the  
8 Consolidated Actions, including materials, documents and information produced  
9 pursuant to Rules 26, 33, or 34 of the Federal Rules of Civil Procedure, or by  
10 informal request or agreement, answers to interrogatories and requests for  
11 admissions, documents subpoenaed in connection with deposition testimony, and  
12 deposition transcripts (hereinafter referred to collectively as “Discovery Materials”).  
13 The parties acknowledge that this Order does not confer blanket protections on all  
14 disclosures or responses to discovery and that the protection it affords from public  
15 disclosure and use extends only to the limited information or items entitled to  
16 confidential treatment under applicable law.

17 2. Any information disclosed in discovery by a party or non-party may be  
18 designated as “CONFIDENTIAL” or as “RESTRICTED” by any party or non-party  
19 in good faith. For the purposes of this Stipulation, “CONFIDENTIAL” information  
20 shall mean information which constitutes, reflects or discloses confidential,  
21 competitively sensitive or proprietary information which the designating person  
22 wishes to maintain in confidence, including proprietary sales, marketing, licensing,  
23 operational or other proprietary information not otherwise publicly available. For  
24 purposes of this Stipulation, “RESTRICTED” means the following types of  
25 documents and information: (1) non-public communications with regulators or other  
26 governmental bodies that are intended to be kept confidential and/or are protected  
27 from disclosure by statute or regulation; (2) financial information not publicly filed  
28 with any federal or state regulatory authority or otherwise publicly available; (3)

1 trade secret information as defined under California Civil Code section 3426.1; (4)  
2 tax, medical or other personal information (including, without limitation, social  
3 security numbers) relating to any person or entity; (5) information, material and/or  
4 other documents reflecting non-public business or financial strategies, and/or  
5 confidential competitive information which, if disclosed, would result in prejudice or  
6 harm to the disclosing party; (6) information pertaining to Defendants’ customers  
7 that is not publicly available, including private consumer information that contains  
8 identifying, contact or private financial information provided by a consumer to a  
9 financial institution and any “non-public personal information” as defined by the  
10 Gramm-Leach-Bliley Act, 15 U.S.C. sections 6801 *et seq.*; and (7) information  
11 relating to non-public administrative or regulatory proceedings. Any party may seek  
12 an amendment to the Protective Order to designate confidential documents and  
13 information in addition to the categories described in this Paragraph 2 before  
14 production of any such documents and information. The parties agree to meet and  
15 confer in good faith and attempt to reach an agreement on any request by a party to  
16 designate such additional categories of confidential documents or information. It is  
17 the intent of the parties that information will not be designated as confidential for  
18 tactical reasons and that nothing shall be so designated without a good faith belief  
19 that it has been maintained in a confidential, non-public manner, and that there is  
20 good cause why it should not be part of the public record of this case.

21 3. “CONFIDENTIAL” and “RESTRICTED” Discovery Materials shall  
22 not be disclosed by any means to any person or entity for any other purpose  
23 whatsoever except the prosecution or defense of this case.

24 4. “CONFIDENTIAL” Discovery Materials may only be disclosed to the  
25 following persons:

26 a. Attorneys of record or in-house counsel for the parties in the  
27 Consolidated Actions and the staff of their respective law firms or in-house legal  
28 departments working on this case, including all partners and associate attorneys of

1 such attorneys' law firms or in-house counsels' legal departments and all clerks,  
2 employees, independent contractors, investigators, paralegals, assistants, secretaries,  
3 staff and stenographic, computer, audio-visual and clerical employees and agents  
4 thereof when operating under the direct supervision of such partners or associate  
5 attorneys and who are actually working on the Consolidated Actions, all of whom  
6 shall be bound by this Stipulation and accompanying Protective Order;

7           b. Experts or consultants for each side retained for the purpose of  
8 assisting counsel in the prosecution or defense of this consolidated litigation or  
9 testifying at trial, to the extent deemed necessary in good faith by the retaining  
10 counsel to enable a consultant or expert to evaluate the proposed retention and/or  
11 provide such assistance or testimony (plus such clerical personnel of each such  
12 consultant or expert required to carry out duties assigned to them by each consultant  
13 or expert), and provided that the expert, consultant or other personnel are not  
14 competitors of, or are employed by competitors of, the party that owns the  
15 "CONFIDENTIAL" Discovery Materials, and will not gain any competitive  
16 advantage by having access to the "CONFIDENTIAL" Discovery Materials;

17           c. Named parties, or officers, directors, partners and employees  
18 whom counsel in good faith believes are reasonably necessary to assist counsel in  
19 this case;

20           d. Persons noticed for depositions or designated as trial witnesses  
21 (and their counsel, if any) to the extent reasonably deemed by counsel to be  
22 necessary in good faith in connection with that person's testimony or counsel's  
23 preparation of their case, and provided that such persons are not competitors of, or  
24 employed by competitors of, the party that owns the "CONFIDENTIAL" Discovery  
25 Materials, and will not gain any competitive advantage by having access to the  
26 "CONFIDENTIAL" Discovery Materials;

27           e. The Court and Court personnel to whom disclosure is reasonably  
28 necessary for this consolidated litigation;

1 f. Stenographic reporters and videographers engaged for  
2 depositions or other proceedings necessary for the conduct of this case;

3 g. Professional jury or trial consultants, mock jurors, and  
4 Professional Vendors to whom disclosure is reasonably necessary for the  
5 Consolidated Actions;

6 h. Any mediator or settlement officer, and their supporting  
7 personnel, mutually agreed upon by any of the parties engaged in settlement  
8 discussions;

9 i. Outside photocopying, data processing or graphic services  
10 employed by a party or its counsel to assist in this consolidated litigation; and

11 j. Any person who created, authored or received the particular  
12 information sought to be disclosed to that person.

13 5. "RESTRICTED" Discovery Material may only be disclosed to the  
14 following persons:

15 a. Attorneys of record or in-house counsel for the parties in the  
16 Consolidated Actions and the staff of their respective law firms or in-house legal  
17 departments working on this case, including all partners and associate attorneys of  
18 such attorneys' law firms or in house counsels' legal departments and all clerks,  
19 employees, independent contractors, investigators, paralegals, assistants, secretaries,  
20 staff and stenographic, computer, audio-visual and clerical employees and agents  
21 thereof when operating under the direct supervision of such partners or associate  
22 attorneys and who are actually working on the Consolidated Actions, all of whom  
23 shall be bound by this Stipulation and accompanying Protective Order;

24 b. Experts or consultants for each side retained for the purpose of  
25 assisting counsel in the prosecution or defense of this consolidated litigation or  
26 testifying at trial, to the extent deemed necessary in good faith by the retaining  
27 counsel to enable a consultant or expert to evaluate the proposed retention and/or  
28 provide such assistance or testimony (plus such clerical personnel of each such

1 consultant or expert required to carry out duties assigned to them by each consultant  
2 or expert), and provided that the expert, consultant or other personnel are not  
3 competitors of, or employed by competitors of, the party that owns the Restricted  
4 Discovery Materials, and will not gain any competitive advantage by having access  
5 to the Restricted Discovery Materials;

6 c. The Court and Court personnel to whom disclosure is reasonably  
7 necessary for this consolidated litigation;

8 d. Professional jury or trial consultants, mock jurors, and  
9 Professional Vendors to whom disclosure is reasonably necessary for the  
10 Consolidated Actions;

11 e. Any mediator or settlement officer, and their supporting  
12 personnel, mutually agreed upon by any of the parties engaged in settlement  
13 discussions;

14 f. Stenographic reporters and videographers engaged for  
15 depositions or other proceedings necessary for the conduct of this case; and

16 g. Any person who created, authored or previously received the  
17 particular RESTRICTED information sought to be disclosed.

18 Except as permitted above, “RESTRICTED” Discovery Materials shall not be  
19 furnished, shown or disclosed to the parties. But such materials may be used to  
20 examine any author(s) or recipient(s) of the document, employees of the designating  
21 party, or expert witnesses for the designating party who have been provided the  
22 “RESTRICTED” Discovery Materials.

23 6. Nothing in this Stipulation and accompanying Protective Order shall  
24 prohibit disclosure of “CONFIDENTIAL” or “RESTRICTED” Discovery Material  
25 in response to compulsory process or the process of any governmental regulatory  
26 agency. If any person subject to this Stipulation and accompanying Protective  
27 Order, including a person subject to a Confidentiality Agreement under this  
28 Stipulation and accompanying Protective Order, is served with such process or

1 receives notice of any subpoena or other discovery request seeking  
2 “CONFIDENTIAL” or “RESTRICTED” Discovery Material, such person shall  
3 promptly (not more than three (3) working days after receipt of such process or  
4 notice) notify the Designating Party of such process or request, shall cooperate with  
5 respect to all reasonable procedures sought to be pursued by the Designating Party  
6 whose protected material may be affected, and shall afford a reasonable opportunity  
7 for the Designating Party to oppose the process or to seek a protective order.

8       7. Before disclosing “CONFIDENTIAL” Discovery Materials to persons  
9 within the categories in Paragraphs 4(b), (d), (g), (i) and (j) above, the attorney  
10 disclosing the materials shall advise such persons of the restrictions of this  
11 Stipulation and accompanying Protective Order and obtain written assurance in the  
12 form attached as Exhibit A that such person will be bound by its provisions. By  
13 signing this Stipulation, counsel shall bind the parties whom they represent. Counsel  
14 for the party seeking to disclose “CONFIDENTIAL” Discovery Materials to any  
15 person pursuant to Paragraphs 4(b), (d), (g), (i) and (j) shall be responsible for  
16 retaining the executed originals of all such Confidentiality Agreements and  
17 certifying that such individuals have complied with the requirements of the  
18 Protective Order.

19       8. Before disclosing “RESTRICTED” Discovery Materials to persons  
20 within the categories in Paragraphs 5(b), (d) and (g) above, the attorney disclosing  
21 the materials shall advise such persons of the restrictions of this Stipulation and  
22 accompanying Protective Order and obtain written assurance in the form attached as  
23 Exhibit A that such person will be bound by the provisions of the Protective Order.  
24 By signing this Stipulation, counsel shall bind the parties whom they represent.  
25 Counsel for the party seeking to disclose “RESTRICTED” Discovery Materials to  
26 any person pursuant to Paragraphs 5(b), (d) and (g) shall be responsible for retaining  
27 the executed originals of all such Confidentiality Agreements and certifying that  
28 such individuals have complied with the requirements of the Protective Order.



1           9. All “CONFIDENTIAL” Discovery Materials shall be designated and  
2 stamped “CONFIDENTIAL – SUBJECT TO PROTECTIVE ORDER” prior to their  
3 production. All “RESTRICTED” Discovery Materials shall be designated and  
4 stamped “RESTRICTED – ATTORNEY’S EYES ONLY – SUBJECT TO  
5 PROTECTIVE ORDER” prior to their production. In the event that a party  
6 inadvertently fails to designate any “CONFIDENTIAL” or “RESTRICTED”  
7 Discovery Materials, the producing party may thereafter make such a designation by  
8 notifying the receiving party in writing, and the initial failure to so mark material  
9 shall not be deemed a waiver of its confidentiality.

10           10. In connection with the taking of any deposition in the Consolidated  
11 Actions:

12           a. The party who noticed or requested the deposition shall, prior to  
13 the commencement of testimony at such deposition, serve a copy of the Protective  
14 Order in the Consolidated Actions upon the officer reporting the deposition. Such  
15 officer shall acknowledge service of a copy of the Protective Order in the  
16 Consolidated Actions, and shall agree that he/she, his/her employees, and his/her  
17 agents shall be bound by the terms of the Order, and shall make no use or disclosure  
18 of “CONFIDENTIAL” or “RESTRICTED” Discovery Materials unless expressly  
19 permitted by the terms of the Protective Order in the Consolidated Actions, or by the  
20 express consent of all parties and any designating person who are or may become  
21 subject to the provisions of the Protective Order in the Consolidated Actions. Such  
22 officer shall provide copies of the deposition transcript or deposition exhibits only to  
23 attorneys for the parties and, if the deposition is of a third person or entity, to that  
24 deponent or his/her attorney unless otherwise agreed by the disclosing entity.

25           b. Counsel for any party hereto may, either during any such  
26 deposition or within thirty days of receipt of the transcript, designate any specific  
27 portion of the deposition transcript along with the deposition exhibits, as  
28 “CONFIDENTIAL” or “RESTRICTED” Discovery Material. If the deposition is of

1 a third person or entity not joined herein, that third person or entity may use the same  
2 designation process set forth in this Paragraph.

3 c. Relating to deposition testimony, the witness or his counsel shall  
4 invoke the provisions of the Protective Order in the Consolidated Actions by stating  
5 on the record during the deposition that specific testimony relating to or containing  
6 “CONFIDENTIAL” or “RESTRICTED” information given at the deposition is  
7 designated “CONFIDENTIAL” or “RESTRICTED.” No person shall attend those  
8 portions of the depositions designated “CONFIDENTIAL” or “RESTRICTED”  
9 unless such person is an authorized recipient of “CONFIDENTIAL” or  
10 “RESTRICTED” information under the terms of this Protective Order, or in the  
11 event the parties have agreed to use “CONFIDENTIAL” or “RESTRICTED”  
12 Discovery Material to examine a non-party witness who has refused to sign the form  
13 specified in Paragraph 7 or 8, above, whichever is applicable. Any court reporter  
14 who transcribes “CONFIDENTIAL” or “RESTRICTED” testimony in the  
15 Consolidated Actions at a deposition shall agree, before transcribing any such  
16 testimony, that all “CONFIDENTIAL” or “RESTRICTED” testimony is and shall  
17 remain as such and shall not be disclosed except as provided in this Protective Order;  
18 copies of any transcript, reporter’s notes, or any other transcription records of any  
19 such testimony prepared by the court reporter, will be marked “CONFIDENTIAL”  
20 or “RESTRICTED,” as appropriate, and will be retained in absolute confidentiality  
21 and safekeeping by such reporter or delivered to the attorneys of record or filed  
22 under seal with the Court.

23 d. Counsel for the person being deposed shall, within thirty days  
24 after the transcript has been received by such counsel, be permitted to designate any  
25 portions of the transcript which contain testimony concerning “CONFIDENTIAL” or  
26 “RESTRICTED” Discovery Materials and not so designated during deposition  
27 testimony, which portions after such designation shall be treated as  
28 “CONFIDENTIAL” or “RESTRICTED” Discovery Materials. In the event a party

1 discloses information later designated “CONFIDENTIAL” or “RESTRICTED” to an  
2 entity or person not listed in Paragraphs 4 or 5, as applicable, that party will have  
3 those documents returned to the party and take all reasonable and appropriate steps  
4 to ensure that the material does not become publicly available.

5 11. When a party to this Stipulation designates the testimony (including  
6 proposed testimony) of a person being deposed as “CONFIDENTIAL” or  
7 “RESTRICTED” Discovery Material, and objection is made to such designation,  
8 such testimony shall not be withheld because such objection has been made to the  
9 “CONFIDENTIAL” or “RESTRICTED” designation. Such testimony shall be  
10 treated as “CONFIDENTIAL” or “RESTRICTED” Discovery Material, as  
11 designated, until a stipulation or order on motion that it should not be so treated.

12 12. A privilege or protection is not waived by disclosure connected with  
13 the consolidated litigation pending before the court. If a party inadvertently  
14 produces information that it later discovers, or in good faith later asserts, to be  
15 privileged or otherwise protected from disclosure, the producing party must  
16 immediately notify all parties in writing of the inadvertent production and the basis  
17 for the privilege or other protection from production, and request in writing the  
18 return or confirmed destruction of the privileged or protected information. Within  
19 five days of receiving such notification, and in compliance with the receiving parties’  
20 ethical obligations under the law, all receiving parties who have not already reviewed  
21 such materials or who have reviewed the materials but do not contest the  
22 applicability of the privilege asserted must return or confirm destruction of all such  
23 materials, including copies and/or summaries thereof. However, should a receiving  
24 party contest the applicability of a privilege asserted with respect to an inadvertently  
25 produced document which the receiving party has already reviewed, the receiving  
26 party may temporarily retain the document or documents at issue for the sole purpose  
27 of contesting the applicability of the privilege asserted. Within two (2) business days  
28 of the issuance of a court order deeming the contested documents at issue privileged,

1 however, the receiving party must return or confirm destruction of all such materials,  
2 including copies and/or summaries thereof.

3 13. All “CONFIDENTIAL” and “RESTRICTED” Discovery Materials  
4 submitted to or filed with the Court in the Consolidated Actions shall be lodged or  
5 submitted for filing under seal pursuant to Local Rule 79-5 of the United States  
6 District Court for the Central District of California. If filing under seal is ordered,  
7 such materials shall only be available to the Court and persons authorized by the  
8 Protective Order in the Consolidated Actions. A party that seeks to file under seal  
9 any “CONFIDENTIAL” or “RESTRICTED” Discovery Materials must comply with  
10 the local rules, standing orders, and/or chambers guidelines applicable to filing  
11 sealed documents. If a Party’s request to file “CONFIDENTIAL” or  
12 “RESTRICTED” documents or information under seal is denied by the court, then  
13 the filing party may file the information or documents in the public record unless  
14 otherwise instructed by the court.

15 14. Nothing in this Order shall prevent or otherwise restrict counsel from  
16 rendering advice to their client and, in the course thereof, relying generally on the  
17 examination of CONFIDENTIAL and/or RESTRICTED Discovery Materials;  
18 provided, however, that in rendering such advice and otherwise communicating with  
19 such client, counsel shall not make specific disclosure of any item so designated  
20 except pursuant to paragraph 15 or 16 below. Plaintiffs’ Counsel are prohibited from  
21 disclosing CONFIDENTIAL and/or RESTRICTED Discovery Materials or other  
22 information designated “CONFIDENTIAL” pertaining to any other actual or  
23 potential plaintiff or any actual or purported class member with any other actual or  
24 potential plaintiff.

25 15. Nothing in this Order in the Consolidated Actions shall restrict the use  
26 or disclosure by any party of its own CONFIDENTIAL and/or RESTRICTED  
27 Discovery Materials.  
28

1           16. Except for persons identified in subparagraphs 4(a),(c),(e), (h) and  
2 5(a),(c),(e), (g) above, no person authorized under the terms of this Order to receive  
3 access to CONFIDENTIAL and/or RESTRICTED Discovery Materials shall be  
4 granted access to them until such person has read this Order and agrees in writing to  
5 be bound by it per the form attached hereto as Exhibit A. Upon order of this Court,  
6 for good cause shown, these written agreements (Exhibit A) shall be available for  
7 inspection by counsel for other parties or nonparties.

8           17. All CONFIDENTIAL and/or RESTRICTED Discovery Materials  
9 produced in this consolidated litigation, whether by a party or nonparty, and whether  
10 pursuant to Federal Rule of Civil Procedure, subpoena, agreement or otherwise, and  
11 all information contained therein or derived therefrom, shall be used solely for the  
12 preparation and trial of the Consolidated Actions (including any appeals and retrials),  
13 and may not be used for any other purpose, including business, governmental or  
14 commercial, or any other administrative or judicial proceedings or actions.

15           18. The provisions of this Order shall continue to apply to all  
16 CONFIDENTIAL and/or RESTRICTED Discovery Materials and information after  
17 the Consolidated Actions have been terminated. After final disposition of the  
18 Consolidated Actions (which is defined as the later of (1) dismissal of all claims and  
19 defenses in the Consolidated Actions, with or without prejudice; and (2) final  
20 judgment herein after the completion and exhaustion of all appeals, rehearings,  
21 remands, trials, or reviews of the Consolidated Actions, including the time limits for  
22 filing any motions or applications for extension of time pursuant to applicable law),  
23 within 120 days of a written request by the designating party, the receiving parties, at  
24 their election, shall either return or destroy all CONFIDENTIAL and/or  
25 RESTRICTED Discovery Materials documents, as well as all copies, extracts and  
26 summaries thereof, except that counsel for each party may maintain in its files  
27 motion papers, trial, deposition, and hearing transcripts, legal memoranda,  
28 correspondence, deposition and trial exhibits, expert reports, attorney work product,

1 and consultant and expert work product, even if such material contains protected  
2 material or other paper filed with the Court; alternatively, the parties and/or any  
3 producing party may agree upon appropriate methods of destruction. Work product  
4 and attorney-client privileged material is exempt from this provision. All counsel of  
5 record shall make certification of compliance herewith and shall deliver the same to  
6 counsel for the party who produced or designated the documents not more than 150  
7 days after final termination of the Consolidated Actions. The producing party agrees  
8 to make CONFIDENTIAL and/or RESTRICTED Discovery Materials available to  
9 the opposing counsel if requested for the purpose of establishing a claim or defense  
10 on behalf of the counsel in a controversy between counsel and the party, to establish  
11 a defense to a criminal charge or civil claim against counsel based upon conduct in  
12 which the party was involved, to respond to allegations in any proceeding concerning  
13 the counsel's representation of the party, or pursuant to court order.

14         19. Counsel may at any time request the producing party to eliminate the  
15 "CONFIDENTIAL" or "RESTRICTED" designation of any discovery materials.  
16 The producing party must respond in writing to any such request within fourteen (14)  
17 days of its receipt. If the producing party declines to reclassify discovery materials  
18 following such a request, counsel for the non-designating Party may submit and seek  
19 an order reclassifying the materials in compliance with the procedures of Local Rule  
20 37-2. This Order shall be without prejudice to the right of any non-designating Party  
21 to bring before this Court at any time, subject to the procedure of Local Rule 37-2,  
22 the question of whether any particular information is properly designated. The  
23 burden of proving that information is properly designated pursuant to this Order shall  
24 be on the designating party.

25         20. In the event a party objects to the other party's designation of any  
26 material as "CONFIDENTIAL" or "RESTRICTED" under this Order in the  
27 Consolidated Actions, the objecting party shall consult with the designating party to  
28 attempt to resolve their differences. If the parties are unable to reach an accord as to

1 the proper designation of the material, the objecting party may bring a motion,  
2 subject to the procedures of Local Rule 37-2 to the Court for a ruling that the  
3 material shall not be so designated. If such a motion is made, the designating party  
4 has the burden of establishing that the designation is proper. If no such motion is  
5 made, the material will retain its designation. Any documents or other material that  
6 have been designated “CONFIDENTIAL” or “RESTRICTED” shall be treated as  
7 such until such time as the Court or any magistrate to whom this matter is assigned  
8 rules that such materials should not be treated as designated, or in the case of  
9 “RESTRICTED” Discovery Material, should instead be treated as  
10 “CONFIDENTIAL.”

11 21. This Order may be modified by the Court upon stipulation of the Parties  
12 or on the motion of any party. This Order shall remain in effect after the termination  
13 of this consolidated litigation by final judgment, dismissal or otherwise.

14 22. Nothing contained in this Order, nor any action taken in compliance  
15 with it, shall:

16 a. Operate as an admission by any party that any particular  
17 document or information is, or is not, confidential;

18 b. Operate as an admission by any party that any particular  
19 document is, or is not, subject to discovery or admissible in evidence at the trial of  
20 the Consolidated Actions;

21 c. Prejudice the right of any party to contest the alleged relevancy,  
22 admissibility, or discoverability of CONFIDENTIAL and/or RESTRICTED  
23 Discovery Materials documents and information sought.

24 23. This Order is intended to provide a mechanism for the handling of  
25 CONFIDENTIAL and/or RESTRICTED Discovery Materials, the disclosure or  
26 production of which there is no objection to other than confidentiality. Each party  
27 reserves the right to object to any disclosure of information or production of any  
28 documents it deems confidential on any other ground it may deem appropriate. Any

1 party may move for relief from, or general or particular modification of, the  
2 mechanism for maintaining confidentiality herein set forth or the application of this  
3 Order, in any particular circumstance.

4 24. Non-parties who are required to produce confidential information in  
5 response to a subpoena, and who in good faith believe that such material contains  
6 confidential information, may rely on this Order and apply it to their production.

7 25. Independent experts and consultants authorized to view information or  
8 documents designated as “CONFIDENTIAL” or “RESTRICTED” under the terms  
9 of the Protective Order may retain custody of such copies as are necessary for their  
10 participation in this consolidated litigation. Other appropriate recipients receiving  
11 “CONFIDENTIAL” or “RESTRICTED” Discovery Materials from counsel shall not  
12 retain copies of such materials but shall instead, return such materials to counsel who  
13 disclosed the “CONFIDENTIAL” or “RESTRICTED” Discovery Materials to the  
14 recipient within a reasonable period of time after counsel has determined in good  
15 faith that the recipient’s assistance in the consolidated litigation is no longer needed.  
16 The parties and any other person obtaining access to “CONFIDENTIAL” Discovery  
17 Materials pursuant to the Protective Order in the Consolidated Actions agree that the  
18 Court shall retain jurisdiction following judgment or dismissal to enforce the terms  
19 hereof.

20 26. The attorneys of record are responsible for employing reasonable  
21 measures to control the duplication of, access to, and distribution of copies of  
22 CONFIDENTIAL and/or RESTRICTED Discovery Materials. Parties shall not  
23 duplicate any such materials except for working copies and for filing in court under  
24 seal. The attorneys of record further are responsible for employing reasonable  
25 measures to control the dissemination or revelation of confidential information.

26 27. If some of the same information or materials that have been designated  
27 as “CONFIDENTIAL” or “RESTRICTED” under the terms of this Order are found  
28 in a publicly available forum without violating the Order in the Consolidated



1 Actions, then such information or materials shall no longer be subject to the  
2 restrictions of the Order in the Consolidated Actions.

3

4 IT IS SO STIPULATED THROUGH COUNSEL OF RECORD.

5 Dated: May 9, 2017

**BARON & BUDD, P.C.**

6

By: */s/ Mark P. Pifko*

7

Mark P. Pifko  
Attorneys for Plaintiffs

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9

10 Dated: May 9, 2017

**HAGENS BERMAN SOBOL SHAPIRO  
LLP**

11

By: */s/ Christopher Pitoun*

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Christopher Pitoun  
Attorneys for Plaintiffs

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15 Dated: May 9, 2017

**BRYAN CAVE LLP**

16

By: */s/ Linda C. Hsu*

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Linda C. Hsu  
Attorneys for Defendants

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Local Rule 5-4.3.4 Attestation

20

I attest that all counsel of record concur in this filing's content and has  
21 authorized the filing.

22

23

**FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.**

24



25

Dated: May 16, 2017

26

The Hon. Alicia G. Rosenberg  
United States Magistrate Judge

27

28

EXHIBIT A

1  
2 1. I, \_\_\_\_\_, of \_\_\_\_\_,  
3 declare under penalty of perjury under the laws of the United States of America, that  
4 I have read the Protective Order entered in Waldrup v. Countrywide Financial  
5 Corporation, et al., Case No. 2:13-cv-08833 (consolidated with Williams v.  
6 Countrywide Financial Corporation, et al., Case No. 2:16-cv-4166), and agree to be  
7 bound by its terms with respect to any documents, material, or information  
8 designated or marked “CONFIDENTIAL” and/or “RESTRICTED” that are  
9 furnished to me.

10 2. I agree: (i) not to disclose to anyone any CONFIDENTIAL and/or  
11 RESTRICTED Discovery Materials other than as permitted by the Protective Order  
12 and (ii) not to make copies of any documents, materials, or information marked  
13 “CONFIDENTIAL” and/or “RESTRICTED” furnished to me except as permitted by  
14 the Protective Order.

15 3. I agree to return all documents or materials designated as  
16 “CONFIDENTIAL” and/or “RESTRICTED” to the attorney who presented this  
17 Acknowledgement to me within 60 days after the conclusion of this consolidated  
18 litigation, whether by dismissal, final judgment, or settlement.

19 4. I consent to venue and jurisdiction in the United States District Court  
20 for the Central District of California with regard to any proceedings to enforce the  
21 terms of the Protective Order, even if such enforcement proceedings occur after  
22 termination of the Consolidated Actions. I hereby appoint \_\_\_\_\_ of  
23 \_\_\_\_\_ as my California agent for service of process in  
24 connection with the Consolidated Actions or any proceedings related to enforcement  
25 of this Protective Order.  
26  
27  
28

**Bryan Cave LLP  
120 Broadway, Suite 300  
Santa Monica, California 90401-2386**

1 Date: \_\_\_\_\_  
2 City and State where sworn and signed: \_\_\_\_\_  
3 Printed Name: \_\_\_\_\_  
4 \_\_\_\_\_  
5 Signature: \_\_\_\_\_  
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