

1 Robert E. Boone III, SBN 132780  
Douglas A. Thompson, SBN 153619

2 Brian J. Recor, SBN 229091  
Richard P. Steelman, Jr., SBN 266449

3 **BRYAN CAVE LLP**

4 120 Broadway, Suite 300  
Santa Monica, California 90401-2386

5 Telephone: (310) 576-2100

6 Facsimile: (310) 576-2200

7 E-mail: reboone@bryancave.com

douglas.thompson@bryancave.com

brian.recor@bryancave.com

ricky.steelman@bryancave.com

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 merger  
10 to Countrywide Bank, FSB (formerly known as  
Countrywide Bank, N.A.); Bank of America Corporation;  
11 LandSafe, Inc.; and LandSafe Appraisal Services, Inc.  
(erroneously sued as “Landsafe Appraisal Inc.”)

12  
13 **UNITED STATES DISTRICT COURT**

14 **CENTRAL DISTRICT OF CALIFORNIA – WESTERN DIVISION**

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

17 Plaintiffs,

18 v.

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

25 Defendants.

Case No. CV13-08833 CAS (CWx)

**STIPULATED PROTECTIVE  
ORDER**

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

**STIPULATED PROTECTIVE ORDER**

1 Subject to the provisions of Rule 26 of the Federal Rules of Civil Procedure,  
2 Plaintiff Barbara Waldrup (“Plaintiff”), by and through her counsel Baron & Budd,  
3 P.C., and Defendants Countrywide Financial Corporation, Countrywide Home  
4 Loans, Inc. (erroneously sued as “Countrywide Home Loans”), Bank of America,  
5 N.A., as successor by merger to Countrywide Bank, FSB (formerly known as  
6 Countrywide Bank, N.A.), Bank of America Corporation, LandSafe, Inc., and  
7 LandSafe Appraisal Services, Inc. (erroneously sued as “Landsafe Appraisal Inc.”)  
8 (collectively, “Defendants”), by and through their counsel Bryan Cave LLP, hereby  
9 stipulate and agree that discovery materials produced or information otherwise  
10 disclosed during the course of discovery in this action may contain private consumer  
11 information, competitive information, personnel information or other kinds of  
12 commercially sensitive and personal information that the producing party, based on a  
13 good faith belief is subject to confidentiality protection under relevant law, deems  
14 confidential. In order to reasonably preserve the confidentiality of such information  
15 the parties further stipulate and agree as follows:

16 1. This Stipulation shall apply to all materials, documents and information  
17 (including copies, excerpts and summaries of such materials, documents, and  
18 information) designated as “CONFIDENTIAL” or “RESTRICTED” under  
19 Paragraph 2 below, and produced by any party or non-party during the course of this  
20 action, including materials, documents and information produced pursuant to Rules  
21 26, 33, or 34 of the Federal Rules of Civil Procedure, or by informal request or  
22 agreement, answers to interrogatories and requests for admissions, documents  
23 subpoenaed in connection with deposition testimony, and deposition transcripts  
24 (hereinafter referred to collectively as “Discovery Materials”). The parties  
25 acknowledge that this Order does not confer blanket protections on all disclosures or  
26 responses to discovery and that the protection it affords from public disclosure and  
27 use extends only to the limited information or items entitled to confidential treatment  
28 under applicable law.

1           2.       Any information disclosed in discovery by a party or non-party may be  
2 designated as “CONFIDENTIAL” or as “RESTRICTED” by any party or non-party  
3 in good faith. For the purposes of this Stipulation, “CONFIDENTIAL” information  
4 shall mean information which constitutes, reflects or discloses confidential,  
5 competitively sensitive or proprietary information which the designating person  
6 wishes to maintain in confidence, including proprietary sales, marketing, licensing,  
7 operational or other proprietary information not otherwise publicly available. For  
8 purposes of this Stipulation, “RESTRICTED” means the following types of  
9 documents and information: (1) non-public communications with regulators or other  
10 governmental bodies that are intended to be kept confidential and/or are protected  
11 from disclosure by statute or regulation; (2) financial information not publicly filed  
12 with any federal or state regulatory authority or otherwise publicly available; (3)  
13 trade secret information as defined under California Civil Code section 3426.1; (4)  
14 tax, medical or other personal information (including, without limitation, social  
15 security numbers) relating to any person or entity; (5) information, material and/or  
16 other documents reflecting non-public business or financial strategies, and/or  
17 confidential competitive information which, if disclosed, would result in prejudice or  
18 harm to the disclosing party; (6) information pertaining to Defendants’ customers  
19 that is not publicly available, including private consumer information that contains  
20 identifying, contact or private financial information provided by a consumer to a  
21 financial institution and any “non-public personal information” as defined by the  
22 Gramm-Leach-Bliley Act, 15 U.S.C. sections 6801 *et seq.*; and (7) information  
23 relating to non-public administrative or regulatory proceedings. Any party may seek  
24 an amendment to the Protective Order to designate confidential documents and  
25 information in addition to the categories described in this Paragraph 2 before  
26 production of any such documents and information. The parties agree to meet and  
27 confer in good faith and attempt to reach an agreement on any request by a party to  
28 designate such additional categories of confidential documents or information. It is

1 the intent of the parties that information will not be designated as confidential for  
2 tactical reasons and that nothing shall be so designated without a good faith belief  
3 that it has been maintained in a confidential, non-public manner, and that there is  
4 good cause why it should not be part of the public record of this case.

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

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

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

19 b. Experts or consultants for each side retained for the purpose of  
20 assisting counsel in the prosecution or defense of this litigation or testifying at trial,  
21 to the extent deemed necessary in good faith by the retaining counsel to enable a  
22 consultant or expert to evaluate the proposed retention and/or provide such  
23 assistance or testimony (plus such clerical personnel of each such consultant or  
24 expert required to carry out duties assigned to them by each consultant or expert),  
25 and provided that the expert, consultant or other personnel are not competitors of, or  
26 are employed by competitors of, the party that owns the “CONFIDENTIAL”  
27 Discovery Materials, and will not gain any competitive advantage by having access  
28 to the “CONFIDENTIAL” Discovery Materials;

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

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

11 e. The Court and Court personnel to whom disclosure is reasonably  
12 necessary for this litigation;

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

15 g. Professional jury or trial consultants, mock jurors, and  
16 Professional Vendors to whom disclosure is reasonably necessary for this action;

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

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

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

24 5. "RESTRICTED" Discovery Material may only be disclosed to the  
25 following persons:

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

1 law firms or in house counsels' legal departments and all clerks, employees,  
2 independent contractors, investigators, paralegals, assistants, secretaries, staff and  
3 stenographic, computer, audio-visual and clerical employees and agents thereof  
4 when operating under the direct supervision of such partners or associate attorneys  
5 and who are actually working on this action, all of whom shall be bound by this  
6 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 litigation or testifying at trial,  
9 to the extent deemed necessary in good faith by the retaining counsel to enable a  
10 consultant or expert to evaluate the proposed retention and/or provide such  
11 assistance or testimony (plus such clerical personnel of each such consultant or  
12 expert required to carry out duties assigned to them by each consultant or expert),  
13 and provided that the expert, consultant or other personnel are not competitors of, or  
14 employed by competitors of, the party that owns the Restricted Discovery Materials,  
15 and will not gain any competitive advantage by having access to the Restricted  
16 Discovery Materials;

17           c. The Court and Court personnel to whom disclosure is reasonably  
18 necessary for this litigation;

19           d. Professional jury or trial consultants, mock jurors, and  
20 Professional Vendors to whom disclosure is reasonably necessary for this action;

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

24           f. Stenographic reporters and videographers engaged for  
25 depositions or other proceedings necessary for the conduct of this case; and g.

26           Any person who created, authored or previously received the particular  
27 RESTRICTED information sought to be disclosed.

28           Except as permitted above, "RESTRICTED" Discovery Materials shall not be

1 furnished, shown or disclosed to the parties. But such materials may be used to  
2 examine any author(s) or recipient(s) of the document, employees of the designating  
3 party, or expert witnesses for the designating party who have been provided the  
4 “RESTRICTED” Discovery Materials.

5 6. Nothing in this Stipulation and accompanying Protective Order shall  
6 prohibit disclosure of “CONFIDENTIAL” or “RESTRICTED” Discovery Material  
7 in response to compulsory process or the process of any governmental regulatory  
8 agency. If any person subject to this Stipulation and accompanying Protective  
9 Order, including a person subject to a Confidentiality Agreement under this  
10 Stipulation and accompanying Protective Order, is served with such process or  
11 receives notice of any subpoena or other discovery request seeking  
12 “CONFIDENTIAL” or “RESTRICTED” Discovery Material, such person shall  
13 promptly (not more than three (3) working days after receipt of such process or  
14 notice) notify the Designating Party of such process or request, shall cooperate with  
15 respect to all reasonable procedures sought to be pursued by the Designating Party  
16 whose protected material may be affected, and shall afford a reasonable opportunity  
17 for the Designating Party to oppose the process or to seek a protective order.

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

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

11           9.     All “CONFIDENTIAL” Discovery Materials shall be designated and  
12 stamped “CONFIDENTIAL – SUBJECT TO PROTECTIVE ORDER” prior to their  
13 production. All “RESTRICTED” Discovery Materials shall be designated and  
14 stamped “RESTRICTED – ATTORNEY’S EYES ONLY – SUBJECT TO  
15 PROTECTIVE ORDER” prior to their production. In the event that a party  
16 inadvertently fails to designate any “CONFIDENTIAL” or “RESTRICTED”  
17 Discovery Materials, the producing party may thereafter make such a designation by  
18 notifying the receiving party in writing, and the initial failure to so mark material  
19 shall not be deemed a waiver of its confidentiality.

20           10.    In connection with the taking of any deposition in this action:

21           a.     The party who noticed or requested the deposition shall, prior to  
22 the commencement of testimony at such deposition, serve a copy of the Protective  
23 Order in this action upon the officer reporting the deposition. Such officer shall  
24 acknowledge service of a copy of the Protective Order in the action, and shall agree  
25 that he/she, his/her employees, and his/her agents shall be bound by the terms of the  
26 Order, and shall make no use or disclosure of “CONFIDENTIAL” or  
27 “RESTRICTED” Discovery Materials unless expressly permitted by the terms of the  
28 Protective Order in this action, or by the express consent of all parties and any



1 designating person who are or may become subject to the provisions of the  
2 Protective Order in this action. Such officer shall provide copies of the deposition  
3 transcript or deposition exhibits only to attorneys for the parties and, if the deposition  
4 is of a third person or entity, to that deponent or his/her attorney unless otherwise  
5 agreed by the disclosing entity.

6           b. Counsel for any party hereto may, either during any such  
7 deposition or within thirty days of receipt of the transcript, designate any specific  
8 portion of the deposition transcript along with the deposition exhibits, as  
9 “CONFIDENTIAL” or “RESTRICTED” Discovery Material. If the deposition is of  
10 a third person or entity not joined herein, that third person or entity may use the same  
11 designation process set forth in this Paragraph.

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

1 “RESTRICTED”,” as appropriate, and will be retained in absolute confidentiality  
2 and safekeeping by such reporter or delivered to the attorneys of record or filed  
3 under seal with the Court.

4 d. Counsel for the person being deposed shall, within thirty days  
5 after the transcript has been received by such counsel, be permitted to designate any  
6 portions of the transcript which contain testimony concerning “CONFIDENTIAL”  
7 or “RESTRICTED” Discovery Materials and not so designated during deposition  
8 testimony, which portions after such designation shall be treated as  
9 “CONFIDENTIAL” or “RESTRICTED” Discovery Materials. In the event a party  
10 discloses information later designated “CONFIDENTIAL” or “RESTRICTED” to an  
11 entity or person not listed in Paragraphs 4 or 5, as applicable, that party will have  
12 those documents returned to the party and take all reasonable and appropriate steps  
13 to ensure that the material does not become publicly available.

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

21 12. A privilege or protection is not waived by disclosure connected with  
22 the litigation pending before the court. If a party inadvertently produces information  
23 that it later discovers, or in good faith later asserts, to be privileged or otherwise  
24 protected from disclosure, the producing party must immediately notify all parties in  
25 writing of the inadvertent production and the basis for the privilege or other  
26 protection from production, and request in writing the return or confirmed  
27 destruction of the privileged or protected information. Within five days of receiving  
28 such notification, and in compliance with the receiving parties’ ethical obligations

1 under the law, all receiving parties who have not already reviewed such materials or  
2 who have reviewed the materials but do not contest the applicability of the privilege  
3 asserted must return or confirm destruction of all such materials, including copies  
4 and/or summaries thereof. However, should a receiving party contest the  
5 applicability of a privilege asserted with respect to an inadvertently produced  
6 document which the receiving party has already reviewed, the receiving party may  
7 temporarily retain the document or documents at issue for the sole purpose of  
8 contesting the applicability of the privilege asserted. Within two (2) business days of  
9 the issuance of a court order deeming the contested documents at issue privileged,  
10 however, the receiving party must return or confirm destruction of all such materials,  
11 including copies and/or summaries thereof.

12 13. All “CONFIDENTIAL” and “RESTRICTED” Discovery Materials  
13 submitted to or filed with the Court in this action shall be lodged *or* submitted ~~or~~  
14 ~~filed~~ *for filing* under seal pursuant to Local Rule 79-5 of the United States District  
15 Court for the Central District of California. ~~The Parties agree that the Court may~~  
16 ~~include in its order approving this Stipulation an order authorizing the sealing of~~  
17 ~~such CONFIDENTIAL and/or RESTRICTED Discovery Materials.~~ *If filing under*  
18 *sealed ordered*, such materials shall only be available to the Court and persons  
19 authorized by the Protective Order in this action. A party that seeks to file under seal  
20 any “CONFIDENTIAL” or “RESTRICTED” Discovery Materials must comply with  
21 the local rules, standing orders, and/or chambers guidelines applicable to filing  
22 sealed documents. If a Party’s request to file “CONFIDENTIAL” or  
23 “RESTRICTED” documents or information under seal is denied by the court, then  
24 the filing party may file the information or documents in the public record unless  
25 otherwise instructed by the court.

26 14. Nothing in this Order shall prevent or otherwise restrict counsel from  
27 rendering advice to their client and, in the course thereof, relying generally on the  
28 examination of CONFIDENTIAL and/or RESTRICTED Discovery Materials;

1 provided, however, that in rendering such advice and otherwise communicating with  
2 such client, counsel shall not make specific disclosure of any item so designated  
3 except pursuant to paragraph 15 or 16 below. Plaintiff's Counsel are prohibited from  
4 disclosing CONFIDENTIAL and/or RESTRICTED Discovery Materials or other  
5 information designated "CONFIDENTIAL" pertaining to any other actual or  
6 potential plaintiff or any actual or purported class member with any other actual or  
7 potential plaintiff.

8 15. Nothing in this Order in this action shall restrict the use or disclosure by  
9 any party of its own CONFIDENTIAL and/or RESTRICTED Discovery Materials.

10 16. Except for persons identified in subparagraphs 4(a),(c),(e), (h) and  
11 5(a),(c),(e), (g) above, no person authorized under the terms of this Order to receive  
12 access to CONFIDENTIAL and/or RESTRICTED Discovery Materials shall be  
13 granted access to them until such person has read this Order and agrees in writing to  
14 be bound by it per the form attached hereto as Exhibit A. Upon order of this Court,  
15 for good cause shown, these written agreements (Exhibit A) shall be available for  
16 inspection by counsel for other parties or nonparties.

17 17. All CONFIDENTIAL and/or RESTRICTED Discovery Materials  
18 produced in this litigation, whether by a party or nonparty, and whether pursuant to  
19 Federal Rule of Civil Procedure, subpoena, agreement or otherwise, and all  
20 information contained therein or derived therefrom, shall be used solely for the  
21 preparation and trial of this action (including any appeals and retrials), and may not  
22 be used for any other purpose, including business, governmental or commercial, or  
23 any other administrative or judicial proceedings or actions.

24 18. The provisions of this Order shall continue to apply to all  
25 CONFIDENTIAL and/or RESTRICTED Discovery Materials and information after  
26 this action has been terminated. After final disposition of this action (which is  
27 defined as the later of (1) dismissal of all claims and defenses in this action, with or  
28 without prejudice; and (2) final judgment herein after the completion and exhaustion

1 of all appeals, rehearings, remands, trials, or reviews of this action, including the  
2 time limits for filing any motions or applications for extension of time pursuant to  
3 applicable law), within 120 days of a written request by the designating party, the  
4 receiving parties, at their election, shall either return or destroy all CONFIDENTIAL  
5 and/or RESTRICTED Discovery Materials documents, as well as all copies, extracts  
6 and summaries thereof, except that counsel for each party may maintain in its files  
7 motion papers, trial, deposition, and hearing transcripts, legal memoranda,  
8 correspondence, deposition and trial exhibits, expert reports, attorney work product,  
9 and consultant and expert work product, even if such material contains protected  
10 material or other paper filed with the Court; alternatively, the parties and/or any  
11 producing party may agree upon appropriate methods of destruction. Work product  
12 and attorney-client privileged material is exempt from this provision. All counsel of  
13 record shall make certification of compliance herewith and shall deliver the same to  
14 counsel for the party who produced or designated the documents not more than 150  
15 days after final termination of this action. The producing party agrees to make  
16 CONFIDENTIAL and/or RESTRICTED Discovery Materials available to the  
17 opposing counsel if requested for the purpose of establishing a claim or defense on  
18 behalf of the counsel in a controversy between counsel and the party, to establish a  
19 defense to a criminal charge or civil claim against counsel based upon conduct in  
20 which the party was involved, to respond to allegations in any proceeding  
21 concerning the counsels representation of the party, or pursuant to court order.

22         19. Counsel may at any time request the producing party to eliminate the  
23 “CONFIDENTIAL” or “RESTRICTED” designation of any discovery materials.  
24 The producing party must respond in writing to any such request within fourteen  
25 (14) days of its receipt. If the producing party declines to reclassify discovery  
26 materials following such a request, counsel for the non-designating Party may submit  
27 ~~the discovery materials in question *in camera* to the Court~~ and seek an order  
28 reclassifying the materials *in compliance with the procedures of Local Rule 37-2*.

1 This Order shall be without prejudice to the right of any non-designating Party to  
2 bring before this Court at any time, *subject to the procedure of Local Rule 37-2*, the  
3 question of whether any particular information is properly designated. The burden of  
4 proving that information is properly designated pursuant to this Order shall be on the  
5 designating party.

6 20. In the event a party objects to the other party's designation of any  
7 material as "CONFIDENTIAL" or "RESTRICTED" under this Order in this action,  
8 the objecting party shall consult with the designating party to attempt to resolve their  
9 differences. If the parties are unable to reach an accord as to the proper designation  
10 of the material, the objecting party may bring a motion, *subject to the procedures of*  
11 *Local rule 37-2* to the Court for a ruling that the material shall not be so designated.  
12 If such a motion is made, the designating party has the burden of establishing that the  
13 designation is proper. If no such motion is made, the material will retain its  
14 designation. Any documents or other material that have been designated  
15 "CONFIDENTIAL" or "RESTRICTED" shall be treated as such until such time as  
16 the Court or any magistrate to whom this matter is assigned rules that such materials  
17 should not be treated as designated, or in the case of "RESTRICTED" Discovery  
18 Material, should instead be treated as "CONFIDENTIAL."

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

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

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

26 b. Operate as an admission by any party that any particular  
27 document is, or is not, subject to discovery or admissible in evidence at the trial of  
28 this action;

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

4 23. This Order is intended to provide a mechanism for the handling of  
5 CONFIDENTIAL and/or RESTRICTED Discovery Materials, the disclosure or  
6 production of which there is no objection to other than confidentiality. Each party  
7 reserves the right to object to any disclosure of information or production of any  
8 documents it deems confidential on any other ground it may deem appropriate. Any  
9 party may move for relief from, or general or particular modification of, the  
10 mechanism for maintaining confidentiality herein set forth or the application of this  
11 Order, in any particular circumstance.

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

15 25. Independent experts and consultants authorized to view information or  
16 documents designated as “CONFIDENTIAL” or “RESTRICTED” under the terms of the  
17 Protective Order may retain custody of such copies as are necessary for their participation  
18 in this litigation. Other appropriate recipients receiving “CONFIDENTIAL” or  
19 “RESTRICTED” Discovery Materials from counsel shall not retain copies of such  
20 materials but shall instead, return such materials to counsel who disclosed the  
21 “CONFIDENTIAL” or “RESTRICTED” Discovery Materials to the recipient within a  
22 reasonable period of time after counsel has determined in good faith that the recipient’s  
23 assistance in the litigation is no longer needed. The parties and any other person obtaining  
24 access to “CONFIDENTIAL” Discovery Materials pursuant to the Protective Order in this  
25 action agree that the Court shall retain jurisdiction following judgment or dismissal to  
26 enforce the terms hereof. 26. The attorneys of record are responsible for  
27 employing reasonable measures to control the duplication of, access to, and  
28 distribution of copies of CONFIDENTIAL and/or RESTRICTED Discovery

1 Materials. Parties shall not duplicate any such materials except for working copies  
2 and for filing in court under seal. The attorneys of record further are responsible for  
3 employing reasonable measures to control the dissemination or revelation of  
4 confidential information.

5 27. If some of the same information or materials that have been designated  
6 as "CONFIDENTIAL" or "RESTRICTED" under the terms of this Order are found  
7 in a publicly available forum without violating the Order in this action, then such  
8 information or materials shall no longer be subject to the restrictions of the Order in  
9 this action.

10 IT IS SO STIPULATED THROUGH COUNSEL OF RECORD.

11  
12 Dated: April 20, 2015

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

13 Bv: /s/ Mark Pifko  
14 Mark P. Pifko  
15 Attorneys for Plaintiff

16 Dated: April 20, 2015

**BRYAN CAVE LLP**

17 Bv: /s/ Brian J. Recor  
18 Brian J. Recor  
19 Attorneys for Defendants

20 Local Rule 5-4.3.4 Attestation

21 I attest that counsel for Defendants, Brian J. Recor, concurs in this filing's  
22 content and has authorized the filing.

23 Dated: April 20, 2015

/s/ Mark Pifko  
Mark Pifko

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

25  
26 Dated: April 22, 2015

*Carla M. Woehrle*  
\_\_\_\_\_  
The Hon. Carla M. Woehrle  
United States Magistrate Judge



**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. CV13-08833, and agree to be bound by its terms with  
6 respect to any documents, material, or information designated or marked  
7 “CONFIDENTIAL” and/or “RESTRICTED” that are furnished to me.

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

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

17 4. I consent to venue and jurisdiction in the United States District Court  
18 for the Central District of California with regard to any proceedings to enforce the  
19 terms of the Protective Order, even if such enforcement proceedings occur after  
20 termination of this action. I hereby appoint \_\_\_\_\_ of  
21 \_\_\_\_\_ as my California agent for service of process in  
22 connection with this action or any proceedings relate to enforcement of this  
23 Stipulated Protective Order.

24 Date: \_\_\_\_\_

25 City and State where sworn and signed: \_\_\_\_\_

26 Printed Name: \_\_\_\_\_

27  
28 Signature: \_\_\_\_\_