

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

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

GARY CRAIG HADDOCK,

Plaintiff,

vs.

COUNTRYWIDE BANK, N.A.,
COUNTRYWIDE HOME LOANS,
INC; COUNTRYWIDE FINANCIAL
CORPORATION; BANK OF
AMERICA, N.A.; BAC HOME LOAN
SERVICING, L.P.; THE BANK OF
NEW YORK MELLON fka The Bank
of New York as Trustee for the Holders
of CWALT, INC., ALTERNATIVELY
LOAN TRUST 2007-OA4 Mortgage
Pass-through Certificates, Series 2007-
OA4; MERITPLAN INSURANCE
COMPANY; NEWPORT INSURANCE
COMPANY; QBE FIRST INSURANCE
AGENCY; SELECT PORTFOLIO
SERVICING, INC.

Defendants.

Case No. 2:14-cv-06452-PSG-FFM

**[PROPOSED] ORDER GRANTING
STIPULATED PROTECTIVE
ORDER**

District Judge: Philip S. Gutierrez
Magistrate Judge: Frederick F. Mumm

Courtroom: 880

1 **RECITALS**

2 WHEREAS Plaintiff Gary Craig Haddock (“Plaintiff”) and Defendants
3 Countrywide Bank, N.A., Countrywide Home Loans, Inc., Countrywide Financial
4 Corporation, Bank of America, N.A., BAC Home Loan Servicing, L.P., The Bank
5 of New York Mellon, Alternative Loan Trust 2007-0A4 Mortgage Pass-through
6 Certificates, Series 2007-0A4; Defendants QBE FIRST Insurance Agency, Inc. n/k/a
7 NGLS Insurance Services, Inc., Meritplan Insurance Company, and Newport
8 Insurance Company; and, Defendant Select Portfolio Servicing, Inc. (collectively,
9 “Defendants”; together with Plaintiff, each a “Party” and collectively the “Parties”),
10 agree that this lawsuit (the “Action”) may require or otherwise involve the
11 disclosure of confidential, personal, proprietary, financial or trade secret documents
12 or information, and that such documents or information should remain confidential.

13 WHEREAS the Parties in their personal and/or business practices have gone
14 to great lengths to safeguard and protect the confidentiality of their confidential,
15 personal, proprietary, financial or trade secret documents and information, the
16 disclosure of which would pose a substantial risk of irreparable harm to the Parties’
17 legitimate personal, proprietary, or business interests;

18 WHEREAS this Protective Order provides reasonable restrictions on the use
19 and disclosure of such documents and information;

20 WHEREAS all Parties agree to the terms of this Protective Order to protect
21 such documents and information;

22 THEREFORE, in view of the foregoing and because the Parties hereto, by
23 and through their respective counsel, have agreed to the entry of the following
24 Protective Order pursuant to Rule 26(c) of the Federal Rules of Civil Procedure and
25 Local Civil Rules of the Central District of California, and the Court having
26 determined that good cause exists for the entry of this Protective Order,

27 IT IS HEREBY STIPULATED AND ORDERED THAT the following
28 procedures shall be employed and the following restrictions shall govern the

1 handling of documents, depositions, pleadings, exhibits and all other information
2 produced or otherwise disclosed in this Action:

3 **PRIVACY PROTECTIONS**

4 1. Before any document designated as “Confidential” pursuant to the
5 terms of this Protective Order may be disclosed to a third party or filed with the
6 Court or any other entity, when such document includes a social security number or
7 an individual’s tax identification number, employee identification number, bank
8 account number, credit card account number, charge account number, debit card
9 account number, driver’s license number, passport number, telephone number, a
10 name of a person known to be a minor, a person’s birth date, a financial account
11 number, brokerage account number, insurance policy account number, loan account
12 number, customer account number, patient or health care number, email address,
13 computer user name, password, personal identification number (PIN), or the home
14 address of a person, it will be redacted as follows:

- 15 a. The social security number will be completely redacted;
- 16 b. The bank account number will be completely redacted;
- 17 c. The credit card account number will be completely redacted;
- 18 d. The debit card account number will be completely redacted;
- 19 e. The charge account number will be completely redacted;
- 20 f. All digits except the last four digits of the financial account
21 number (except as set forth in b-e) will be redacted;
- 22 g. All digits except the last four digits of the taxpayer identification
23 number (TIN) will be redacted;
- 24 h. All digits except the last four digits of the employee
25 identification number will be redacted;
- 26 i. All digits except the last four digits of the driver’s license
27 number will be redacted;

- 1 j. All digits except the last four digits of the passport number will
2 be redacted;
- 3 k. All digits except the last four digits of the telephone number will
4 be redacted;
- 5 l. All digits except the last four digits of the brokerage account
6 number will be redacted;
- 7 m. All digits except the last four digits of the insurance policy
8 number will be redacted;
- 9 n. All digits except the last four digits of the loan account number
10 will be redacted;
- 11 o. All digits except the last four digits of the customer account
12 number will be redacted;
- 13 p. All digits except the last four digits of the patient or health care
14 number will be redacted;
- 15 q. The email address will be truncated;
- 16 r. The computer user’s name will be truncated;
- 17 s. The password will be truncated;
- 18 t. The personal identification number (PIN) will be truncated;
- 19 u. All information except the minor’s initials will be redacted;
- 20 v. All information except the year of birth will be redacted;
- 21 w. All information except the city and state of the home address will
22 be redacted.

23 The full address of the properties that are secured by the loans that are the
24 subject of this Action may be disclosed without redaction.

25 **DESIGNATING PROTECTED MATERIAL**

26 2. The Parties may designate as “Confidential” any documents, testimony,
27 or other material produced during this Action that any Party believes in good faith to
28 be entitled to such designation, or if state or federal law requires such designation.

1 “Confidential Material” as used in this Protective Order shall refer to any so
2 designated material, all copies thereof, and the information contained in such
3 material.

4 3. Material may be designated as Confidential by placing or affixing on
5 such material a CONFIDENTIAL notice or the equivalent of such notice.
6 Designations shall be made by stamping each designated page, if practicable, or
7 otherwise by stamping the title page, CD, DVD, hard drive or other medium
8 containing such designated Confidential Material; or as otherwise set forth herein.
9 Any Confidential Material designation that is inadvertently omitted during
10 document production may be corrected retroactively by written notification to
11 counsel for the non-designating Party within fifteen (15) business days of the
12 discovery of the inadvertent production or failure to designate.

13 4. A Party or non-party that makes original material available for
14 inspection need not designate it as Confidential Material until after the inspecting
15 Party has indicated which material it would like copied and produced. During the
16 inspection and prior to the designation and copying, all of the material made
17 available for inspection shall be considered Confidential Material.

18 5. Transcripts of a deposition or other testimony, or portions thereof may
19 be designated by any Party as containing Confidential Material under this Protective
20 Order by so notifying the court reporter and the non-designating Parties at any time
21 during or after the conclusion of the deposition or other testimony, or by sending a
22 notice to all counsel of record within thirty (30) business days following the
23 deposition or other testimony. In all events, all deposition transcripts or other
24 testimony shall be treated as Confidential Material for thirty (30) days after receipt
25 of the transcript by the Parties. Unless otherwise agreed to by all Parties, during any
26 deposition that includes testimony designated as Confidential Material, any and all
27 individuals who are not entitled to access such testimony under the terms of this
28 Protective Order shall be excluded from the deposition.

1 6. A Party may designate as Confidential Material any material produced
2 by another Party or non-party by providing written notice to all Parties of the
3 relevant Bates numbers or other identification within fifteen (15) business days after
4 receiving such material.

5 7. Nothing in this Protective Order is an admission by any Party that
6 information is either relevant or discoverable. Nothing in this Protective Order shall
7 prevent the Parties from using or disclosing their own Confidential Material as they
8 see fit.

9 **INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE**
10 **PROTECTED MATERIAL**

11 8. The Parties agree that they will not assert that the inadvertent
12 production of material subject to the attorney-client privilege—or other privilege or
13 protection that otherwise would entitle the producing Party to withhold production
14 of the material, including but not limited to the attorney work-product doctrine—
15 constitutes a waiver of the privilege or protection. Once the producing Party
16 provides notice of inadvertent production to the requesting Party, the requesting
17 Party must promptly return the specified document or material and any copies
18 thereof and certify in writing that such document or material, and all copies, have
19 been returned, even if the requesting Party disputes whether the specified document
20 is in fact privileged or otherwise protected from disclosure. The only exception to
21 this requirement that all copies be returned is set forth in paragraph 8.a. below.

22 a. By complying with the obligations set forth in paragraph 8, the
23 requesting Party does not waive any right it has to challenge the assertion of
24 privilege or other protection from disclosure and may request an order of the Court
25 overruling such claim of privilege or protection from disclosure. The requesting
26 Party may, contemporaneous with its return of the inadvertently produced material,
27 file a motion requesting that the Court rule on whether the material is subject to the
28 attorney-client privilege or any other privilege or protection. The requesting Party

1 may submit a copy of the inadvertently produced material to the Court for in camera
2 review in conjunction with the motion, but the requesting Party shall not retain
3 possession of any other copies of the inadvertently produced material. The
4 requesting Party may not file the inadvertently produced material with the Court
5 until there is a final, non-appealable order determining the material is not privileged
6 or otherwise protected from disclosure.

7 **ACCESS TO AND USE OF PROTECTED MATERIAL**

8 9. All material produced in this Action, whether or not designated
9 Confidential Material, shall be used solely in connection with the prosecution or
10 defense of this Action. Under no circumstances shall Confidential Material be used
11 for any business, commercial, competitive or personal purposes, or in or for any
12 litigation which is not a part of this Action.

13 10. Confidential Material shall be maintained in strict confidence by the
14 Party to whom it is produced and shall not be given, shown, made available,
15 communicated, or in any way disclosed to any person except the following:

- 16 a. The Parties;
- 17 b. The Court, court reporters, and court personnel, in any further
18 proceeding herein;
- 19 c. The Parties' attorneys who are actively engaged in the
20 prosecution or defense of this Action and those persons employed in the course of
21 assisting such attorneys, namely paralegals, secretaries, and other office personnel;
- 22 d. In-house counsel for a Party to this Action, including legal
23 assistants and other legal and clerical staff, to whom it is necessary to disclose such
24 Confidential Material in furtherance of the prosecution or defense of the Action;
- 25 e. Non-party fact witnesses at, or in preparation for, deposition or
26 trial, provided they sign the "Acknowledgement and Agreement to Be Bound"
27 attached as Exhibit A to this Protective Order before being shown Confidential
28

1 Material, and provided further they do not retain any copies of any Confidential
2 Material;

3 f. Third parties engaged by the attorneys for the Parties to provide
4 services related to the prosecution or defense of this Action, such as copy services,
5 translation services, data coding, and data entry and retrieval services, provided they
6 sign the “Acknowledgement and Agreement to Be Bound” attached as Exhibit A to
7 this Protective Order before being shown Confidential Material, and provided
8 further they do not retain any copies of any Confidential Material;

9 g. Outside consultants and experts engaged by the attorneys for the
10 Parties to assist in the prosecution or defense of this Action, provided that they sign
11 the “Acknowledgement and Agreement to Be Bound” attached as Exhibit A to this
12 Protective Order before being shown Confidential Material, and provided further
13 they do not retain any copies of any Confidential Material;

14 h. Insurers of the Defendant(s) in this Action, provided that they
15 sign the “Acknowledgement and Agreement to Be Bound” attached as Exhibit A to
16 this Protective Order before being shown Confidential Material, and provided
17 further they do not retain any copies of any Confidential Material; and

18 i. Any other persons as the Parties may agree to in writing or as the
19 Court may, upon hearing, so direct, provided that they sign the “Acknowledgement
20 and Agreement to Be Bound” attached as Exhibit A to this Protective Order before
21 being shown Confidential Material, and provided further they do not retain any
22 copies of any Confidential Material, or as may otherwise be ordered by the Court.

23 The “Acknowledgements and Agreement to Be Bound” that are required to be
24 signed as provided in this Protective Order shall be retained by counsel for the Party
25 disclosing the Confidential Material.

26 11. Any persons receiving Confidential Material shall not reveal such
27 Material to, or discuss such Material with, any person who is not entitled under this
28 Protective Order to receive such Material. If a Party or any of its representatives,

1 including counsel, inadvertently discloses any Confidential Material to persons who
2 are not authorized to use or possess such Material, that Party shall (a) provide
3 immediate written notice of the disclosure to the producing Party, and, if different,
4 to the designating Party and the Party whose Material was inadvertently disclosed,
5 (b) use its best efforts to retrieve all copies of the inadvertently disclosed Material,
6 (c) inform the person or persons to whom unauthorized disclosures were made of all
7 the terms of this Protective Order, and (d) request such person or persons sign the
8 Acknowledgement and Agreement to Be Bound. If a Party or any of its
9 representatives, including counsel, has actual knowledge that Confidential Material
10 is being used or possessed by a person not authorized to use or possess that Material,
11 regardless of how the Material was disclosed or obtained by such person, the Party
12 or its representative shall provide immediate written notice of the unauthorized use
13 or possession to the Party or non-party whose Material is being used or possessed.

14 12. At the conclusion of this Action, including any appeals, all Confidential
15 Material remaining subject to this Protective Order and all copies thereof (including
16 those provided to outside experts or other third parties) shall, upon written request
17 within thirty (30) days of the conclusion of this Action (including any appeals), be
18 returned to the producing Party (or, if the Parties agree, destroyed), except that no
19 Party shall be obliged to return any discovery material (or any copies thereof) that
20 was admitted into evidence at trial.

21 13. Absent written permission from the designating Party or a court order
22 secured after appropriate notice to all interested persons, all Confidential Material to
23 be filed with the Court shall be filed under seal, or with the Confidential Material
24 redacted as set forth in Paragraph 1 of this Protective order, and as otherwise
25 required in accordance with Central District of California Local Civil Rule 79-5.
26 The Parties acknowledge that this Protective Order creates no entitlement to file
27 Confidential Material under seal; the Party seeking to file Confidential Material

28 ///

1 under seal or to redact such Material from any filing shall follow the procedures
2 specified by this Court.

3 14. Any person or Party subject to this Protective Order who becomes
4 subject to a motion to disclose another Party's Confidential Material shall promptly
5 notify that Party of the motion so that the Party may have an opportunity to appear
6 and be heard on whether that information should be disclosed.

7 15. If a court, government agency or third party orders or subpoenas
8 production of Confidential Material from a Party, such Party shall promptly notify
9 counsel for the Party or non-party who produced or designated the subject Material
10 of the pendency of such order, subpoena, or other form of compelled production,
11 and shall furnish counsel with a copy of that subpoena, order, or other form of
12 compelled production. Such Party also shall promptly inform in writing the court,
13 government agency or third party which caused the order, subpoena, or other form
14 of compelled production to issue that some or all of the matter covered by the order
15 or subpoena is subject to this Protective Order.

16 16. Nothing contained in this Protective Order shall be construed to
17 prejudice any Party's right to use in open court any Confidential Material, provided
18 that if a Party intends to use any Confidential Material in open court, reasonable
19 advance notice of such intended use shall be given to counsel for the designating
20 Party, which may apply to the Court for further protection of the confidentiality of
21 such material.

22 **CHALLENGING CONFIDENTIALITY DESIGNATIONS**

23 17. The Parties shall attempt to resolve disputes about the status or use of
24 Confidential Material on an informal basis. The objecting Party will bear the burden
25 of initiating and conducting a sufficient meet and confer. If the Parties are unable to
26 resolve any such dispute, the Party objecting to the designation may initiate the
27 dispute resolution process under Central District of California Local Rule 37-1 *et*
28 *seq.* Any challenge submitted to the Court for an order changing the designated

1 status of such materials or otherwise relieving the objecting Party from restrictions
2 contained in this Protective Order shall be through a joint stipulation pursuant to
3 Central District of California Local Rule 37-2. The Party proponent of the
4 designation shall bear the burden of showing good cause to support the designation
5 pursuant to the Federal Rules of Civil Procedure governing discovery. During the
6 interim period between the initial designation of the material by a Party and the
7 Court's determination of a timely motion, such material shall be treated as
8 Confidential Material.

9 **MISCELLANEOUS**

10 18. This Protective Order is without prejudice to the right of any Party
11 hereto to seek relief from the Court, upon good cause shown, from any of the
12 provisions or restrictions provided herein.

13 19. This Protective Order shall inure to the benefit of and be enforceable by
14 non-parties with respect to information produced by them in the course of this
15 Action.

16 20. Upon termination of this litigation, this Court retains jurisdiction for
17 the purpose of enforcing this Protective Order.

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

19
20 Dated: March 27, 2017

21 /s/ Frederick F. Mumm
22 FREDERICK F. MUMM
23 UNITED STATES MAGISTRATE JUDGE
24
25
26
27
28

EXHIBIT A

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

UNITED STATES DISTRICT COURT

CENTRAL DISTRICT OF CALIFORNIA, WESTERN DIVISION

GARY CRAIG HADDOCK,

Plaintiff,

vs.

COUNTRYWIDE BANK, N.A.,
COUNTRYWIDE HOME LOANS,
INC; COUNTRYWIDE FINANCIAL
CORPORATION; BANK OF
AMERICA, N.A.; BAC HOME LOAN
SERVICING, L.P.; THE BANK OF
NEW YORK MELLON fka The Bank
of New York as Trustee for the Holders
of CWALT, INC., ALTERNATIVELY
LOAN TRUST 2007-OA4 Mortgage
Pass-through Certificates, Series 2007-
OA4; MERITPLAN INSURANCE
COMPANY; NEWPORT INSURANCE
COMPANY; QBE FIRST INSURANCE
AGENCY; SELECT PORTFOLIO
SERVICING, INC.

Defendants.

Case No. 2:14-cv-06452-PSG-FFM

**ACKNOWLEDGEMENT AND
AGREEMENT TO BE BOUND**

District Judge: Hon. Philip S. Gutierrez
Magistrate Judge: Frederick F. Mumm

Courtroom: 880

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

ACKNOWLEDGEMENT AND AGREEMENT TO BE BOUND

I, _____, [print or type full name], declare under penalty of perjury that I have read in its entirety and understand the Protective Order (the “Protective Order”) entered by the Court in the above-captioned action (the “Action”). I agree to comply with and to be bound by all the terms of that Protective Order. I solemnly promise that I will not disclose in any manner any matter or item that is subject to this Protective Order to any person or entity except in strict compliance with the provisions of this Protective Order. Should I breach this Acknowledgement and Agreement to be Bound (“Acknowledgement”), I understand that the Parties shall be entitled to an injunction or other equitable relief as a remedy for such breach and/or the recovery of damages and attorney’s fees incurred in the prosecution of any legal proceeding brought to enforce the terms of this Acknowledgement and the Protective Order.

For the purpose of enforcing the terms of the Protective Order and Acknowledgement, I further agree to submit to the jurisdiction of the United States District Court for the Central District of California, solely with respect to any action to enforce the terms of the Protective Order and this Acknowledgment, even if such enforcement proceedings occur after termination of this Action.

Date: _____

Address: _____

City and State where sworn and signed: _____

Printed Name: _____

Signature: _____