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14 [Additional counsel on signature page]  
 15

16 UNITED STATES DISTRICT COURT  
 17 CENTRAL DISTRICT OF CALIFORNIA

18 In re Silver Wheaton Corp. Securities Litigation	) Master File No.: 2:15-cv-05146- CAS(JEMx)
19	) c/w: 2:15-cv-05173-CAS(JEMx)
20	) <u>CLASS ACTION</u>
21	) <b>STIPULATED PROTECTIVE ORDER</b>
22	) JUDGE: Hon. Christina A. Snyder
23	) Complaint Filed: July 8, 2015
24	)
25	)
26	)
27	)

28

1 WHEREAS, Lead Plaintiff Joe Elek, and putative plaintiffs Thomas Bartsch,  
2 Jeffrey Frohwerk, Larry Brandow, Diana Choi, Ben Potaracke, Charles  
3 Montgomery, Jedrzej Borowczyk, and Charles Remmel (collectively, “Plaintiffs”)  
4 and defendants Silver Wheaton Corporation , Randy V.J. Smallwood, Peter  
5 Barnes, and Gary Brown (collectively, “Defendants,” and together with Plaintiffs,  
6 the “Parties”), by and through their undersigned counsel, have stipulated and  
7 agreed, subject to the approval of the Court, that the protective order set forth  
8 below (the “Stipulated Protective Order” or “Order”) shall govern the production  
9 and use of documents and information provided during the course of discovery in  
10 the above-captioned action (the “Action”);

11 THEREFORE, IT IS HEREBY ORDERED BY THE COURT, that any  
12 person subject to this Order, including without limitation, the individuals and  
13 entities described herein, shall adhere to the following terms, procedures, and  
14 conditions:

15 **1. PURPOSES AND LIMITATIONS**

16 Disclosure and Discovery Material in this Action are likely to involve  
17 production of confidential, proprietary, or private information for which special  
18 protection from public disclosure and from use for any purpose other than  
19 prosecuting this Action may be warranted. The Parties agree that documents or  
20 information produced or exchanged in the course of this Action shall only be used  
21 by the party or parties to whom the information is produced solely for the purpose  
22 of this Action, in conformity with the terms of this Order, and shall not be used for  
23 any other purpose not directly related to this Action. Accordingly, the Parties  
24 hereby stipulate to and petition the court to enter the following Stipulated  
25 Protective Order. The Parties acknowledge that this Order does not confer blanket  
26 protections on all disclosures or responses to discovery and that the protection it  
27 affords from public disclosure and use extends only to the information or items that  
28 are entitled to confidential treatment under the applicable legal principles. The

1 Parties further acknowledge, as set forth in Section 12, that this Stipulated  
2 Protective Order does not entitle them to file confidential information under seal;  
3 Local Civil Rule 79-5.2.2 sets forth the procedures that must be followed and the  
4 standards that will be applied when a party seeks permission from the court to file  
5 material under seal.

6 **2. DEFINITIONS**

7 2.1 Challenging Party: a Party or Non-Party that challenges the designation  
8 of information or items under this Order.

9 2.2 “CONFIDENTIAL” Information or Items: information (regardless of  
10 how it is generated, stored or maintained) or tangible things that qualify for  
11 protection under Federal Rule of Civil Procedure 26(c).

12 2.3 Counsel (without qualifier): Outside Counsel of Record and House  
13 Counsel (as well as their support staff).

14 2.4 Designating Party: a Party or Non-Party that designates information or  
15 items that it produces in disclosures or in responses to discovery as  
16 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES  
17 ONLY.”

18 2.5 Disclosure or Discovery Material: all items or information, regardless  
19 of the medium or manner in which it is generated, stored, or maintained (including,  
20 among other things, testimony, transcripts, and tangible things), that are produced or  
21 generated in disclosures or responses to discovery in this matter.

22 2.6 DP Information or Data Protection Information shall refer to any  
23 information that a Producing Party reasonably believes to be subject to federal, state,  
24 or foreign data protection laws or other privacy obligations.

25 2.7 Expert: a person with specialized knowledge or experience in a matter  
26 pertinent to the Action who (1) has been retained by a Party or its counsel to serve  
27 as an expert or as a consultant in this Action, (2) is not a current or former employee  
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1 of a Party, (3) is not a current employee of a Party's competitor<sup>1</sup>; (4) has not been  
2 employed by a Party's competitor at any time in the three years preceding the date  
3 of commencement of the instant action; and (5) at the time of retention, is not  
4 anticipated to become an employee of a Party or of a Party's competitor. The  
5 definition of "employee" for purposes of this paragraph shall not include consultants  
6 and independent contractors whose relationship with the Party or the Party's  
7 competitor terminated more than three years prior to the date of commencement of  
8 the instant action, subject to any continuing confidentiality obligations or other  
9 existing contractual restrictions or limitations.

10       2.8    "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY"  
11 Information or Items: extremely sensitive "Confidential Information or Items,"  
12 disclosure of which to another Party or Non-Party would create a substantial risk of  
13 serious harm that could not be avoided by less restrictive means.

14       2.9    House Counsel: attorneys who are employees of a party to this Action.  
15 House Counsel does not include Outside Counsel of Record or any other outside  
16 counsel.

17       2.10 Non-Party: any natural person, partnership, corporation, association, or  
18 other legal entity not named as a Party to this Action.

19       2.11 Outside Counsel of Record: attorneys who are not employees of a Party  
20 to this Action but are retained to represent or advise a Party to this Action and have  
21 appeared in this Action on behalf of that party or are affiliated with a law firm which  
22 has appeared on behalf of that party.

23       2.12 Party: any party to this Action, including all of its officers, directors,  
24 employees, and Outside Counsel of Record (and their support staffs).

25       2.13 Privileged Material: Discovery Material subject to the attorney-client  
26 privilege, work product doctrine, common interest privilege, or any other applicable

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27       <sup>1</sup> A list of Silver Wheaton's competitors will be provided separately to  
28 plaintiffs as Exhibit B hereto.

1 privilege, immunity, protection, or doctrine under applicable U.S. or foreign law,  
2 regulation, or statute.

3 2.14 Producing Party: a Party or Non-Party that produces Disclosure or  
4 Discovery Material in this Action.

5 2.15 Professional Vendors: persons or entities that provide litigation support  
6 services (*e.g.*, photocopying, videotaping, translating, preparing exhibits or  
7 demonstrations, and organizing, storing, or retrieving data in any form or medium)  
8 and their employees and subcontractors.

9 2.16 Protected Material: any Disclosure or Discovery Material that is  
10 designated as “CONFIDENTIAL,” or as “HIGHLY CONFIDENTIAL –  
11 ATTORNEYS’ EYES ONLY.”

12 2.17 Receiving Party: a Party that receives Disclosure or Discovery Material  
13 from a Producing Party.

14 **3. SCOPE**

15 The protections conferred by this Stipulated Protective Order cover not only  
16 Protected Material (as defined above), but also (1) any information copied or  
17 extracted from Protected Material; (2) all copies, excerpts, summaries, or  
18 compilations of Protected Material; and (3) any testimony, conversations, or  
19 presentations by Parties or their Counsel that might reveal Protected Material.  
20 However, the protections conferred by this Stipulated Protective Order do not  
21 cover the following information: (a) any information that is in the public domain at  
22 the time of disclosure to a Receiving Party or becomes part of the public domain  
23 after its disclosure to a Receiving Party as a result of publication not involving a  
24 violation of this Order, including becoming part of the public record through trial  
25 or otherwise; and (b) any information known to the Receiving Party prior to the  
26 disclosure or obtained by the Receiving Party after the disclosure from a source  
27 who obtained the information lawfully and without violating an obligation of  
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1 confidentiality to the Designating Party. Any use of Protected Material at trial  
2 shall be governed by a separate agreement or order.

3 **4. DURATION**

4 Even after final disposition of this Action, the confidentiality obligations  
5 imposed by this Order shall remain in effect until a Designating Party agrees  
6 otherwise in writing or a court order otherwise directs. Final disposition shall be  
7 deemed to be the entry of final judgment herein after the completion and  
8 exhaustion of all appeals, rehearings, remands, trials, or reviews of this Action,  
9 including the time limits for filing any motions or applications for extension of  
10 time pursuant to applicable law.

11 **5. DESIGNATING PROTECTED MATERIAL**

12 5.1 Exercise of Restraint and Care in Designating Material for Protection.

13 Each Party or Non-Party that designates information or items for protection under  
14 this Order must take care to limit any such designation to specific material that  
15 qualifies under the appropriate standards. To the extent that is it reasonably  
16 practical to do so, the Designating Party must designate for protection only those  
17 parts of materials or communications that qualify for protection.

18 If it comes to a Designating Party's attention that information or items that it  
19 designated for protection do not qualify for protection at all or do not qualify for  
20 the level of protection initially asserted, that Designating Party must promptly  
21 notify all other parties that it is withdrawing the mistaken designation.

22 5.2 Manner and Timing of Designations. Except as otherwise provided in  
23 this Order (*see, e.g.*, Sections 5.2(b) and 5.2(d) below), or as otherwise stipulated or  
24 ordered, Disclosure or Discovery Material that qualifies for protection under this  
25 Order must be clearly so designated at the time the material is disclosed or  
26 produced. Designation in conformity with this Order requires:

27 (a) For information in documentary form (*e.g.*, paper or electronic  
28 documents, but excluding transcripts of depositions or other pretrial or trial

1 proceedings), that the Producing Party affix the legend “CONFIDENTIAL” or  
2 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” to each page that  
3 contains Protected Material and additionally fully complies with the Parties’  
4 separate Protocol for Production of Electronically Stored Information and Paper  
5 Documents (the “ESI Protocol”);

6 (b) For testimony given in deposition or in other pretrial or trial  
7 proceedings, that the Designating Party identify on the record, before the close of  
8 the deposition, hearing, or other proceeding, or within thirty (30) days after receipt  
9 of the transcript, all protected testimony and specify the level of protection being  
10 asserted. Only those portions of the testimony that are appropriately designated for  
11 protection within the 30 days of the receipt of the transcript of the deposition,  
12 hearing, or other proceeding shall be covered by the provisions of this Stipulated  
13 Protective Order.

14 Parties shall give the other parties notice if they reasonably expect a  
15 deposition, hearing or other proceeding to include Protected Material so that the  
16 other parties can ensure that only authorized individuals who have signed the  
17 “Acknowledgment and Agreement to Be Bound” (Exhibit A) are present at those  
18 proceedings. The use of a document as an exhibit at a deposition shall not in any  
19 way affect its designation as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL –  
20 ATTORNEYS’ EYES ONLY.”

21 Transcripts containing Protected Material shall have an obvious legend  
22 on the title page that the transcript contains Protected Material, and the title page  
23 shall be followed by a list of all pages (including line numbers as appropriate) that  
24 have been designated as Protected Material and the level of protection being  
25 asserted by the Designating Party. The Designating Party shall inform the court  
26 reporter of these requirements. Any transcript that is prepared before the expiration  
27 of a 30-day period for designation shall be treated during that period as if it had been  
28 designated “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” in its

1 entirety unless otherwise agreed. After the expiration of that period, the transcript  
2 shall be treated only as actually designated.

3 (c) For information produced in some form other than documentary  
4 and for any other tangible items, that the Producing Party affix in a prominent place  
5 on the exterior of the container or containers in which the information or item is  
6 stored the legend “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL –  
7 ATTORNEYS’ EYES ONLY.” If only a portion or portions of the information or  
8 item warrant protection, the Producing Party, to the extent practicable, shall identify  
9 the protected portion(s) and specify the level of protection being asserted.

10 (d) A Party or Non-Party that makes original documents or materials  
11 available for inspection need not designate them for protection until after the  
12 inspecting Party has indicated which material it would like copied and produced.  
13 During the inspection and before the designation, all of the material made available  
14 for inspection shall be deemed “HIGHLY CONFIDENTIAL – ATTORNEYS’  
15 EYES ONLY.” After the inspecting Party has identified the documents it wants  
16 copied and produced, the Producing Party must determine which documents, or  
17 portions thereof, qualify for protection under this Order. Then, before producing the  
18 specified documents, the Producing Party must affix the appropriate legend  
19 (“CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES  
20 ONLY”) to each page that contains Protected Material.

21 5.3 Privacy Designations and/or Redactions. The parties acknowledge that  
22 DP Information constitutes highly sensitive material requiring special protection and  
23 shall be treated as “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”  
24 Protected Material and/or subject to redaction. Any Producing Party may redact  
25 from Discovery Material matter that the Producing Party believes in good faith to be  
26 sensitive DP Information requiring protection by law, provided that the DP  
27 Information is not relevant to the claims or defenses in this Action. The right to  
28 challenge and process for challenging the designation of redactions shall be the



1 same as the right to challenge and process for challenging the designation of  
2 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES  
3 ONLY” Information as set forth in Section 6.

4       5.4 Inadvertent Failures to Designate. Inadvertent or unintentional  
5 production of documents or things containing Protected Material that are not  
6 designated as one of the two categories of Protected Material at the time of  
7 production shall not be deemed a waiver in whole or in part of a claim for  
8 confidential treatment. With respect to documents, the Producing Party shall upon  
9 discovery notify the other parties of the error in writing and provide replacement  
10 pages bearing the appropriate confidentiality legend. Upon timely correction of a  
11 designation, the Receiving Party must make reasonable efforts to assure that the  
12 newly designated material, and all material generated from the newly designated  
13 material, is treated in accordance with the provisions of this Order.

14 **6. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

15       6.1 Timing of Challenges. Any Party may challenge a designation of  
16 confidentiality at any time.

17       6.2 Meet and Confer. The Challenging Party shall initiate the dispute  
18 resolution process by providing written notice of each designation it is challenging  
19 and describing the basis for each challenge. The parties shall attempt to resolve  
20 each challenge in good faith and must begin the process by conferring directly (in  
21 voice to voice dialogue; other forms of communication are not sufficient) within 14  
22 days of the date of service of notice. In conferring, the Challenging Party must  
23 explain the basis for its belief that the confidentiality designation was not proper and  
24 must give the Designating Party an opportunity to review the designated material, to  
25 reconsider the circumstances, and, if no change in designation is offered, to explain  
26 the basis for the chosen designation. A Challenging Party may proceed to the next  
27 stage of the challenge process only if it has engaged in this meet and confer process

1 first or establishes that the Designating Party is unwilling to participate in the meet  
2 and confer process in a timely manner.

3       6.3 Judicial Intervention. If the Parties cannot resolve a challenge without  
4 court intervention, the Challenging Party may move the Court for an order  
5 withdrawing the confidentiality designation under Local Civil Rule 7.4 (and in  
6 compliance with Civil Local Civil Rule 79-5.2.2, if applicable) within 21 days of the  
7 initial notice of challenge or within 14 days of the parties agreeing that the meet and  
8 confer process will not resolve their dispute, whichever is earlier. Each such motion  
9 must be accompanied by a competent declaration affirming that the movant has  
10 complied with the meet and confer requirements imposed in Section 6.2. Failure by  
11 the Challenging Party to make such a motion including the required declaration  
12 within 21 days (or 14 days, if applicable) shall automatically waive any objection to  
13 the confidentiality designation.

14       The burden of persuasion in any such challenge proceeding shall be on the  
15 Designating Party. Frivolous challenges and those made for an improper purpose  
16 (*e.g.*, to harass or impose unnecessary expenses and burdens on other parties) may  
17 expose the Challenging Party to sanctions. All parties shall continue to afford the  
18 material in question the level of protection to which it is entitled under the  
19 Designating Party's designation until the court rules on the challenge.

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

21       7.1 Basic Principles. A Receiving Party may use Protected Material that is  
22 disclosed or produced by another Party or by a Non-Party in connection with this  
23 case only for prosecuting, defending, or attempting to settle this Action. Such  
24 Protected Material may be disclosed only to the categories of persons and under the  
25 conditions described in this Order. When the Action has been terminated, a  
26 Receiving Party must comply with the provisions of Section 14 below (FINAL  
27 DISPOSITION).

1 Protected Material must be stored and maintained by a Receiving Party at a  
2 location and in a secure manner that ensures that access is limited to the persons  
3 authorized under this Order.

4 7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless  
5 otherwise ordered by the Court or permitted in writing by the Designating Party, a  
6 Receiving Party may disclose any information or item designated  
7 “CONFIDENTIAL” only to:

8 (a) the Receiving Party’s Outside Counsel of Record in this Action,  
9 as well as employees of said Outside Counsel of Record to whom disclosure is  
10 reasonably necessary for this Action;

11 (b) the officers, directors, and employees (including House Counsel)  
12 of the Receiving Party to whom disclosure is reasonably necessary for this Action  
13 and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit  
14 A);

15 (c) Experts (as defined in this Order) retained by the Receiving Party  
16 in this Action to whom disclosure is reasonably necessary for this Action and who  
17 have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

18 (d) any insurer or indemnitor of any defendant in this Action who  
19 has signed the “Acknowledgement and Agreement to Be Bound” (Exhibit A);

20 (e) the Court and its personnel;

21 (f) court reporters and their staff, professional jury or trial  
22 consultants, mock jurors, and Professional Vendors to whom disclosure is  
23 reasonably necessary for this Action and who have signed the “Acknowledgment  
24 and Agreement to Be Bound” (Exhibit A);

25 (g) during their depositions in the Action, witnesses to whom  
26 disclosure is reasonably necessary and who have signed the “Acknowledgment and  
27 Agreement to Be Bound” (Exhibit A), unless otherwise agreed by the Designating  
28 Party or ordered by the court or the procedures set out in 7.4 below have been

1 complied with. Pages of transcribed deposition testimony or exhibits to depositions  
2 that reveal Protected Material must be separately bound by the court reporter and  
3 may not be disclosed to anyone except as permitted under this Stipulated Protective  
4 Order;

5 (h) the author or recipient of a document containing the information  
6 or a custodian of the information.

7 7.3 Disclosure of “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES  
8 ONLY” Information or Items. Unless otherwise ordered by the court or permitted in  
9 writing by the Designating Party, a Receiving Party may disclose any information or  
10 item designated “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” only  
11 to:

12 (a) the Receiving Party’s Outside Counsel of Record in this Action,  
13 as well as employees of said Outside Counsel of Record to whom disclosure is  
14 reasonably necessary for this Action;

15 (b) Experts retained by the Receiving Party in this Action to whom  
16 disclosure is reasonably necessary for this Action and who have signed the  
17 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

18 (c) the Court and its personnel;

19 (d) court reporters and their staff, professional jury or trial  
20 consultants, and Professional Vendors to whom disclosure is reasonably necessary  
21 for this Action and who have signed the “Acknowledgment and Agreement to Be  
22 Bound” (Exhibit A);

23 (e) such other persons as may be designated by prior written  
24 agreement of Outside Counsel of Record on behalf of all Parties and who have  
25 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A); and

26 (f) during their depositions in the Action, witnesses to whom  
27 disclosure is reasonably necessary and who have signed the “Acknowledgment and  
28 Agreement to Be Bound” (Exhibit A), unless otherwise agreed by the Designating

1 Party or ordered by the court or the procedures set out in 7.4 below have been  
2 complied with. Pages of transcribed deposition testimony or exhibits to depositions  
3 that reveal Protected Material must be separately bound by the court reporter and  
4 may not be disclosed to anyone except as permitted under this Stipulated Protective  
5 Order; and

6 (g) the author or recipient of a document containing the information  
7 who is a current employee of a Party to the Action.

8 7.4 Refusal of a Deponent to Sign Exhibit A. A party seeking deposition  
9 testimony from a deponent, other than the deposition of a party or a current  
10 employee of a Party, shall provide notice to all parties no less than ninety (90) days  
11 prior to the date of such deposition. If the deponent has not signed Exhibit A within  
12 two weeks after notice of the deposition being provided to the Producing Party, the  
13 Producing Party shall promptly file motion(s) for an appropriate protective order  
14 protecting the confidentiality of Protected Material designated “CONFIDENTIAL”  
15 or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY.” If the Producing  
16 Party’s motion(s) have not been ruled on prior to the date of the deposition, the  
17 deposition shall be adjourned until such time as an appropriate order is entered.  
18 Should any deposition be adjourned pursuant to this Paragraph, then for each day  
19 during which the deposition is adjourned, the close of discovery and all subsequent  
20 deadlines in this case shall be extended by one day. Notwithstanding, the above, a  
21 party seeking testimony may at any time petition the Court for relief from this Order  
22 to show specific documents to a witness who refuses to sign Exhibit A.

23 7.5 Retention of Executed Exhibits A. Counsel who wishes to show  
24 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES  
25 ONLY” information or items to any of the persons, permitted to view such  
26 information under Paragraphs 7.2 and 7.3 and who are required to sign Exhibit A,  
27 shall first inform such person(s) that the material is subject to a confidentiality order  
28 and shall provide such person(s) with a copy of this Order. Before being provided

1 with any material designated as “CONFIDENTIAL” or “HIGHLY  
2 CONFIDENTIAL – ATTORNEYS’ EYES ONLY”, any person who receives this  
3 Order shall execute an Acknowledgment in the form attached as Exhibit A hereto  
4 and agree to be bound by this Order and to be subject to the jurisdiction of this  
5 Court for any proceedings related to the enforcement of this Order. Counsel for the  
6 party who provides “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL –  
7 ATTORNEYS’ EYES ONLY” to any person in the categories listed in Paragraphs  
8 7.2 and 7.3, other than those deponents to whom paragraph 7.4 applies, shall retain  
9 all signed certificates obtained from such person pursuant to this Paragraph.  
10 Executed Exhibits A shall not be discoverable except as required to enforce this  
11 Order or as otherwise allowed under the Federal Rules of Civil Procedure and case  
12 law interpreting those rules.

13 7.6 Restrictions on Disclosure in Other Litigation, Legal, Governmental, or  
14 Administrative Proceedings. Protected Material shall be used solely for this Action.  
15 Unless pursuant to court order, no Protected Material shall be disclosed, shared,  
16 provided, or otherwise used for any other purpose whatsoever, including, but not  
17 limited to: (i) any communication with any Canadian, U.S., or foreign regulatory or  
18 government department or agency, or (ii) any pending or future legal, governmental,  
19 or administrative proceeding or action involving Silver Wheaton and/or its current  
20 or former officers, directors or employees. Such proceedings include, but are not  
21 limited to: (a) *Silver Wheaton Corp. v. The Queen*, Case No. 2016-77(IT)G (Tax Ct.  
22 Can. filed Jan. 8, 2016); and (b) *Susan Poirier v. Silver Wheaton Corp. et al.*, 2016  
23 Ontario Superior Court of Justice Court File 1965/16CP (London) and any other  
24 similar proceedings commenced in any Canadian court.

25 **8. PROTECTED MATERIAL SUBPOENAED OR ORDERED**  
26 **PRODUCED IN OTHER LITIGATION**

27 If a Party is served with a subpoena or a court order issued in other litigation  
28 that compels disclosure of any information or items designated in this Action as

1 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES  
2 ONLY,” that Party must:

3 (a) promptly notify in writing the Designating Party immediately  
4 and in no event more than three court days after receiving the subpoena or order.  
5 Such notification shall include a copy of the subpoena or court order;

6 (b) promptly notify in writing the party who caused the subpoena or  
7 order to issue in the other litigation that some or all of the material covered by the  
8 subpoena or order is subject to this Protective Order. Such notification shall include  
9 a copy of this Stipulated Protective Order; and

10 (c) cooperate with respect to all reasonable procedures sought to be  
11 pursued by the Designating Party whose Protected Material may be affected.

12 If the Designating Party timely seeks a protective order, the Party served  
13 with the subpoena or court order shall not produce any information designated in  
14 this Action as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL –  
15 ATTORNEYS’ EYES ONLY” before a determination by the court from which the  
16 subpoena or order issued, unless the Party has obtained the Designating Party’s  
17 permission. The Designating Party shall bear the burden and expense of seeking  
18 protection in that court of its confidential material—and nothing in these  
19 provisions should be construed as authorizing or encouraging a Receiving Party in  
20 this Action to disobey a lawful directive from another court.

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1           **9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE**  
2           **PRODUCED IN THIS ACTION**

3           (a) The terms of this Order are applicable to information produced  
4 by a Non-Party in this Action and designated as “CONFIDENTIAL” or “HIGHLY  
5 CONFIDENTIAL – ATTORNEYS’ EYES ONLY.” Such information produced by  
6 Non-Parties in connection with this Action is protected by the remedies and relief  
7 provided by this Order. Nothing in these provisions should be construed as  
8 prohibiting a Non-Party from seeking additional protections.

9           (b) For a period of fourteen (14) days following production by a  
10 Non-Party, that production shall be deemed “HIGHLY CONFIDENTIAL –  
11 ATTORNEYS’ EYES ONLY” even if not so designated by the Non-Party, to  
12 provide the Parties an adequate opportunity to designate information as  
13 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES  
14 ONLY.” The inadvertent failure by any Party to designate information produced by  
15 Non-Parties as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL –  
16 ATTORNEYS’ EYES ONLY” shall not waive a Party’s right to later so designate  
17 such information as long as the designation correction is made in a timely fashion  
18 consistent with paragraph 5.4 of this Order.

19           (c) In the event that a Party is required, by a valid discovery request,  
20 to produce a Non-Party’s confidential information in its possession, and the Party is  
21 subject to an agreement with the Non-Party not to produce the Non-Party’s  
22 confidential information, then the Party shall:

23                   (1) promptly notify in writing the Requesting Party and the  
24 Non-Party that some or all of the information requested is subject to a  
25 confidentiality agreement with a Non-Party;

26                   (2) promptly provide the Non-Party with a copy of the  
27 Stipulated Protective Order in this Action, the relevant discovery  
28 request(s), and a reasonably specific description of the information  
requested; and



1 (3) make the information requested available for inspection  
2 by the Non-Party.

3 (d) If the Non-Party fails to object or seek a protective order from  
4 this court within 20 days of receiving the notice and accompanying information, the  
5 Receiving Party may produce the Non-Party's confidential information responsive  
6 to the discovery request. If the Non-Party timely seeks a protective order, the  
7 Receiving Party shall not produce any information in its possession or control that is  
8 subject to the confidentiality agreement with the Non-Party before a determination  
9 by the court. Absent a court order to the contrary, the Non-Party shall bear the  
10 burden and expense of seeking protection in this court of its Protected Material.

11 **10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

12 If a Receiving Party learns that, by inadvertence or otherwise, it has  
13 disclosed Protected Material to any person or in any circumstance not authorized  
14 under this Stipulated Protective Order, the Receiving Party must immediately  
15 (a) notify in writing the Designating Party of the unauthorized disclosures, (b) use  
16 its best efforts to retrieve all unauthorized copies of the Protected Material,  
17 (c) inform the person or persons to whom unauthorized disclosures were made of  
18 all the terms of this Order, and (d) request such person or persons to execute the  
19 "Acknowledgment and Agreement to Be Bound" that is attached hereto as  
20 Exhibit A.

21 **11. INADVERTENT PRODUCTION OF PRIVILEGED MATERIAL OR**  
22 **DP INFORMATION**

23 The inadvertent production or disclosure of Privileged Material or DP  
24 Information shall not constitute a waiver of, or a prejudice to, any claim – in this or  
25 any other proceeding – that such or related material is privileged or otherwise  
26 protected, provided that the Producing Party notifies the Receiving Party in writing  
27 within a reasonable time after discovery of such inadvertent production. Upon  
28

1 receipt of such notice, the Receiving Party shall promptly return and/or destroy all  
2 copies of the Privileged Material or DP Information.

3 **12. FILING PROTECTED MATERIAL**

4 A Party that seeks to file under seal any Protected Material must comply with  
5 Local Civil Rule 79-5.2.2. Pursuant to Local Civil Rule 79-5.2.2(b), the Party  
6 seeking to use Protected Material and the Designating Party shall meet and confer  
7 regarding the Protected Material at last three days prior to the filing of a motion or  
8 application to seal.

9 **13. MISCELLANEOUS**

10 13.1 Right to Further Relief. Nothing in this Order abridges the right of any  
11 person to seek its modification by the Court in the future.

12 13.2 Right to Assert Other Objections. By stipulating to the entry of this  
13 Protective Order, no Party waives any right it otherwise would have to object to  
14 disclosing or producing any information or item on any ground not addressed in this  
15 Stipulated Protective Order. Similarly, no Party waives any right to object on any  
16 ground to use in evidence of any of the material covered by this Protective Order.

17 13.3 Party's Use of Its Own "CONFIDENTIAL" or "HIGHLY  
18 CONFIDENTIAL – ATTORNEYS' EYES ONLY" Information or Items. Nothing  
19 in this Order shall prevent a Party from using its own "CONFIDENTIAL" or  
20 "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY information in any  
21 manner it chooses.

22 13.4 Hearings and Appeals. In the event that a Receiving Party seeks to  
23 utilize Protected Material during a pre-trial hearing, such Receiving Party shall use  
24 best efforts to provide written notice no less than five (5) calendar days prior to the  
25 hearing to the Producing Party and/or the Designating Party. Such notice shall  
26 contain the Bates numbers of documents that the Receiving Party seeks to utilize  
27 during the hearing. Provided such written notice is provided, the provisions of this  
28 Order shall not prevent use of Protected Material at a hearing, subject to the

1 Designating Party’s right to make a motion to seal, including a motion to seal  
2 portions of the hearing transcript.

3 In the event that any Protected Material is used in any court proceeding in  
4 this Action or any appeal in connection with this Action, except for the use of  
5 Protected Material during trial which shall be governed by a separate agreement,  
6 such Protected Material shall not lose its protected status through such use.

7 13.5 Trial. Prior to the trial in this matter, the Parties shall confer regarding  
8 the submission of a joint proposal to the Court with respect to the treatment of  
9 Protected Material at trial.

10 13.6 This Order shall not prevent or otherwise restrict counsel from  
11 rendering advice to their clients, and in the course thereof, relying on examination  
12 of stamped “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’  
13 EYES ONLY,” subject to the requirements of paragraphs 7.2-7.4.

14 **14. FINAL DISPOSITION**

15 Within 60 days after the final disposition of this Action, as defined in  
16 Section 4, each Receiving Party must return all Protected Material to the Producing  
17 Party or destroy such material. As used in this subdivision, “all Protected  
18 Material” includes all copies, abstracts, compilations, summaries, and any other  
19 format reproducing or capturing any of the Protected Material. Whether the  
20 Protected Material is returned or destroyed, the Receiving Party must submit a  
21 written certification to the Producing Party (and, if not the same person or entity, to  
22 the Designating Party) by the 60 day deadline that (1) identifies (by category,  
23 where appropriate) all the Protected Material that was returned or destroyed and  
24 (2) affirms that the Receiving Party has not retained any copies, abstracts,  
25 compilations, summaries or any other format reproducing or capturing any of the  
26 Protected Material. Notwithstanding this provision, Counsel are entitled to retain  
27 an archival copy of all pleadings, motion papers, trial, deposition, and hearing  
28 transcripts, legal memoranda, correspondence, deposition and trial exhibits, expert

1 reports, attorney work product, and consultant and expert work product, even if  
2 such materials contain Protected Material. Any such archival copies that contain  
3 or constitute Protected Material remain subject to this Protective Order as set forth  
4 in Section 4. The exemption for attorney work product shall not, however, include  
5 collections, assemblages, or copies of the Protected Material itself, but is limited to  
6 attorney work product referencing, quoting, or summarizing such material.

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IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

Dated: December 19, 2016

Respectfully submitted,

**WILSON SONSINI GOODRICH & ROSATI**  
Professional Corporation

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Attorneys for Defendants

Dated: December 19, 2016

**THE ROSEN LAW FIRM, P.A.**

By: /s/ Laurence M. Rosen  
Laurence M. Rosen

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Counsel for Lead Plaintiff

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PURSUANT TO STIPULATION, IT IS SO ORDERED.

DATED: December 20, 2016

*/s/John E. McDermott*  
The Honorable John E. McDermott  
United States Magistrate Judge

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EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, \_\_\_\_\_ [print or type full name], of  
\_\_\_\_\_ [print or type full address], declare under  
penalty of perjury that I have read in its entirety and understand the Stipulated  
Protective Order that was issued by the United States District Court for the Central  
District of California on \_\_\_ \_\_, 2016 in the case of *In re Silver Wheaton Corp.*  
*Securities Litigation*, Master File No.: 2:15-cv-05146-CAS (JEMx). I agree to  
comply with and to be bound by all the terms of this Stipulated Protective Order,  
and I understand and acknowledge that failure to so comply could expose me to  
sanctions and punishment in the nature of contempt. I solemnly promise that I will  
not disclose in any manner any information or item that is subject to this Stipulated  
Protective Order to any person or entity except in strict compliance with the  
provisions of this Order and solely for the purposes of this Action.

I further agree to submit to the jurisdiction of the United States District  
Court for the Central District of California for the purpose of enforcing the terms  
of this Stipulated Protective Order, even if such enforcement proceedings occur  
after termination of this Action.

I hereby appoint \_\_\_\_\_ [print or type full name] of  
\_\_\_\_\_ [print or type full address and  
telephone number] as my California agent for service of process in connection with  
this Action or any proceedings related to enforcement of this Stipulated Protective  
Order.

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

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

Printed name: \_\_\_\_\_

Signature: \_\_\_\_\_

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ATTESTATION OF CONCURRENCE IN FILING

Pursuant to Local Rule 5-4.3.4 of the United States District Court for the Central District of California, I attest that Counsel for Lead Plaintiff Joe Elek and Counsel for Defendants Silver Wheaton, Randy Smallwood, Peter Barnes, and Gary Brown have authorized the filing of this document.

/s/ Jerome F. Birn, Jr.  
Jerome F. Birn, Jr.