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UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA

EFG BANK AG, CAYMAN BRANCH;  
WELLS FARGO BANK, NATIONAL  
ASSOCIATION, as securities  
intermediary for EFG BANK AG,  
CAYMAN BRANCH; DLP MASTER  
TRUST; DLP MASTER TRUST II;  
DLP MASTER TRUST III;  
GREENWICH SETTLEMENTS  
MASTER TRUST; GWG DLP  
MASTER TRUST; LIFE FUNDING  
TRUST; AND PALM BEACH  
SETTLEMENT COMPANY,

Plaintiffs,

v.

TRANSAMERICA LIFE INSURANCE  
COMPANY,

Defendant.

Case No. 2:16-cv-08104-CAS-GJSx

~~PROPOSED~~ STIPULATED  
PROTECTIVE ORDER

[Discovery matter referred to  
Magistrate Judge Gail J. Standish]

1 **1. PURPOSES AND LIMITATIONS/GOOD CAUSE STATEMENT**

2 Discovery in this action is likely to involve production of confidential and  
3 proprietary actuarial, business, technical, and financial information as well as  
4 private information of Plaintiffs EFG Bank AG, Cayman Branch (“EFG”) and  
5 Wells Fargo Bank, National Association (“Wells Fargo”), as securities intermediary  
6 for EFG (EFG and Wells Fargo together, “EFG Plaintiffs”), and Plaintiffs DLP  
7 Master Trust, DLP Master Trust II, DLP Master Trust III, Greenwich Settlements  
8 Master Trust, GWG DLP Master Trust, Life Funding Trust, and Palm Beach  
9 Settlement Company (collectively, “EAA Plaintiffs,” and together with EFG  
10 Plaintiffs, “Plaintiffs”) for which special protection from public disclosure and from  
11 use for any purpose other than prosecuting this litigation may be warranted.  
12 Accordingly, Plaintiffs and Defendant Transamerica Life Insurance Company  
13 (“Defendant” or “Transamerica”) hereby stipulate to and petition the Court to enter  
14 the following Stipulated Protective Order (“Protective Order” or “Order”). The  
15 parties acknowledge that this Order does not confer blanket protections on all  
16 disclosures or responses to discovery and that the protection it affords from public  
17 disclosure and use extends only to the limited information or items that are entitled  
18 to confidential treatment under the applicable legal principles. The parties further  
19 acknowledge, as set forth in Section 12.3 (Filing Protected Material), below, that  
20 this Order does not entitle them to file confidential information under seal; Civil  
21 Local Rule 79-5 and the Court’s Guide to Electronically Filing Under Seal  
22 Documents in Civil Cases set forth the procedures that must be followed and the  
23 standards that will be applied when a party seeks permission from the court to file  
24 material under seal.

25 **2. DEFINITIONS**

26 2.1 Action: *EFG Bank AG, Cayman Branch, et al. v. Transamerica Life*  
27 *Insurance Company*, Case No. 2:16-cv-08104-DSF-RAO.  
28

1           2.2    Challenging Party: A Party or Non-Party that challenges the  
2 designation of information or items under this Order.

3           2.3    “CONFIDENTIAL” Information or Items: Confidential proprietary or  
4 commercially sensitive business and financial information, trade secrets, and  
5 personal information which is not generally known or publicly available and which  
6 the Designating Party would not normally reveal to third parties or information that  
7 otherwise meets the standard for protection set forth in Rule 26(c) of the Federal  
8 Rules of Civil Procedure. It is the intent of the parties that information will not be  
9 designated as confidential for tactical reasons and that nothing be so designated  
10 without a good faith belief that it has been maintained in a confidential non-public  
11 manner, and there is good cause why it should not be part of the public record of  
12 this Action.

13           2.4    Counsel: Outside Counsel of Record and House Counsel (as well as  
14 their support staff).

15           2.5    Designating Party: A Party or Non-Party that designates information or  
16 items that it produces or that are produced in disclosures or in response to discovery  
17 as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL- ATTORNEYS’ EYES  
18 ONLY.”

19           2.6    Disclosure or Discovery Material: All items or information, regardless  
20 of the medium or manner in which it is generated, stored, or maintained (including,  
21 among other things, testimony, transcripts, and tangible things), that are produced  
22 or generated in disclosures or responses to discovery in this matter.

23           2.7    Expert: A person with specialized knowledge or experience in a matter  
24 pertinent to the litigation who has been retained by a Party or its counsel to serve as  
25 an expert witness or as a consultant in this Action and who is not a past or current  
26 employee of a Party or a current employee of a Party’s competitor and who, at the  
27 time of retention, is not anticipated to become an employee of a Party or a  
28

1 competitor of a Party. This definition includes a professional jury or trial  
2 consultant retained in connection with this litigation.

3 2.8 “HIGHLY CONFIDENTIAL- ATTORNEYS’ EYES ONLY”

4 Information or Items: Confidential proprietary or commercially sensitive business  
5 and financial information, trade secrets, and personal information which is not  
6 generally known or publicly available and which the Designating Party would not  
7 normally reveal to third parties or information that otherwise meets the standard for  
8 protection set forth in Rule 26(c) of the Federal Rules of Civil Procedure. It is the  
9 intent of the parties that information will not be designated as confidential for  
10 tactical reasons and that nothing be so designated without a good faith belief that it  
11 has been maintained in a confidential non-public manner, and there is good cause  
12 why it should not be part of the public record of this Action.

13 2.9 House Counsel: Attorneys who are employees of a Party or of an  
14 entity that owns an interest in a Party and is responsible for controlling or directing  
15 the litigation. House Counsel does not include Outside Counsel of Record or any  
16 other outside counsel.

17 2.10 Non-Party: Any natural person, partnership, corporation, association,  
18 or 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  
20 party to this Action but are retained to represent or advise a party to this Action and  
21 have appeared in this Action on behalf of that party or are affiliated with a law firm  
22 which has appeared on behalf of that party, and includes support staff.

23 2.12 Party: Any party to this Action, including its House Counsel, officers,  
24 directors, employees, consultants, and retained experts.

25 2.13 Parent: An entity that owns, or conducts the business affairs of, the  
26 Receiving Party and is responsible for controlling and directing the litigation.

27 2.14 Producing Party: A Party or Non-Party that produces Disclosure or  
28 Discovery Material in this Action.

1           2.15 Professional Vendors: Persons or entities that provide litigation  
2 support services (e.g., photocopying, videotaping, translating, preparing exhibits or  
3 demonstrations, and organizing, storing, or retrieving data in any form or medium)  
4 and their employees and subcontractors.

5           2.16 Protected Material: Any Disclosure or Discovery Material that is  
6 designated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL-ATTORNEYS’  
7 EYES ONLY.”

8           2.17 Receiving Party: A Party that receives Disclosure or Discovery  
9 Material from a Producing Party.

### 10 **3. SCOPE**

11           The protections conferred by this Order cover not only Protected Material (as  
12 defined above), but also (1) any information copied or extracted from Protected  
13 Material; (2) all copies, excerpts, summaries, or compilations of Protected Material;  
14 and (3) any testimony, conversations, or presentations by Parties, their Counsel or  
15 their Experts that might reveal Protected Material. Any use of Protected Material at  
16 trial shall be governed by the orders of the trial judge. This Order does not govern  
17 the use of Protected Material at trial.

### 18 **4. DURATION**

19           Even after final disposition of this litigation, the confidentiality obligations  
20 imposed by this Order shall remain in effect until a Designating Party agrees  
21 otherwise in writing or a court order otherwise directs. Final disposition shall be  
22 deemed to be the later of (1) dismissal of all claims and defenses in this Action,  
23 with or without prejudice; and (2) final judgment herein after the completion and  
24 exhaustion of all appeals, rehearings, remands, trials, or reviews of this Action,  
25 including the time limits for filing any motions or applications for extension of time  
26 pursuant to applicable law.

1 **5. DESIGNATING PROTECTED MATERIAL**

2 5.1 Exercise of Restraint and Care in Designating Material for Protection.

3 Each Party or Non-Party that designates information or items for protection under  
4 this Order must take care to limit any such designation to specific material that  
5 qualifies under the appropriate standards. To the extent it is practical to do so, the  
6 Designating Party must designate for protection only those parts of material,  
7 documents, items, or oral or written communications that qualify so that other  
8 portions of the material, documents, items, or communications for which protection  
9 is not warranted are not swept unjustifiably within the ambit of this Order. If it  
10 comes to a Designating Party's attention that information or items that it designated  
11 for protection do not qualify for protection, that Designating Party must promptly  
12 notify all other Parties that it is withdrawing the inapplicable designation.

13 5.2 Manner and Timing of Designations. Except as otherwise provided in

14 this Order (*see, e.g.*, second paragraph of section 5.2(a) below), or as otherwise  
15 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection  
16 under this Order must be clearly so designated before the material is disclosed or  
17 produced. Designation in conformity with this Order requires:

18 (a) for information in documentary form (e.g., paper or electronic  
19 documents, but excluding transcripts of depositions or other pretrial or trial  
20 proceedings), that the Producing Party affix at a minimum, the legend  
21 "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL- ATTORNEYS' EYES  
22 ONLY", to each page that contains protected material. If only a portion or portions  
23 of the material on a page qualifies for protection, the Producing Party also must  
24 clearly identify the protected portion(s) (e.g., by making appropriate markings in  
25 the margins).

26 A Party or Non-Party that makes original documents available for inspection  
27 need not designate them for protection until after the inspecting Party has indicated  
28 which documents it would like copied and produced. During the inspection and

1 before the designation, all of the material made available for inspection shall be  
2 deemed “HIGHLY CONFIDENTIAL- ATTORNEYS’ EYES ONLY.” After the  
3 inspecting Party has identified the documents it wants copied and produced, the  
4 Producing Party must determine which documents, or portions thereof, qualify for  
5 protection under this Order. Then, before producing the specified documents, the  
6 Producing Party must affix the “CONFIDENTIAL” or “HIGHLY  
7 CONFIDENTIAL- ATTORNEYS’ EYES ONLY” to each page that contains  
8 Protected Material. If only a portion or portions of the material on a page qualifies  
9 for protection, the Producing Party also must clearly identify the protected  
10 portion(s) (e.g., by making appropriate markings in the margins).

11 (b) any Party may designate as Protected Material testimony given in a  
12 deposition or in other pretrial or trial proceedings by informing the reporter during  
13 the deposition or by sending a letter to all attorneys of record and to the deposition  
14 reporter designating by page and line any portions of the transcript to be so  
15 restricted, or the entire transcript if applicable, within thirty (30) days after  
16 receiving the deposition transcript and specifying the level of protection being  
17 asserted.

18 During this 30-day period, a transcript will be treated as if it had been  
19 designated “HIGHLY CONFIDENTIAL- ATTORNEYS’ EYES ONLY” in its  
20 entirety unless otherwise agreed. After the expiration of that period, the transcript  
21 shall be treated only as actually designated.

22 When deposition testimony is designated Protected Material by informing the  
23 reporter during the deposition, the transcript containing Protected Material shall  
24 have an obvious legend on the title page that the transcript contains Protected  
25 Material, and the title page shall be followed by a list of all pages (including line  
26 numbers-as appropriate) that have been designated as Protected Material and the  
27 level of protection being asserted by the Designating Party. The Designating Party  
28 shall inform the court reporter of these requirements.

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

8 (c) for information produced in some form other than documentary and  
9 for any other tangible items, that the Producing Party affix in a prominent place on  
10 the exterior of the container or containers in which the information is stored the  
11 legend “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL- ATTORNEYS’  
12 EYES ONLY.” If only a portion or portions of the information warrants protection,  
13 the Producing Party, to the extent practicable, shall identify the protected portion(s).

14 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent  
15 failure to designate qualified information or items does not, standing alone, waive  
16 the Designating Party’s right to secure protection under this Order for such  
17 material. Upon timely correction of a designation, the Receiving Party must make  
18 reasonable efforts to assure that the material is treated in accordance with the  
19 provisions of this Order.

## 20 **6. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

21 6.1 Timing of Challenges. Any Party or Non-Party may challenge a  
22 designation of confidentiality at any time that is consistent with the Court’s  
23 Scheduling Order. Unless a prompt challenge to a Designating Party’s  
24 confidentiality designation is necessary to avoid foreseeable, substantial unfairness,  
25 unnecessary economic burdens, or a significant disruption or delay of the litigation,  
26 a Party does not waive its right to challenge a confidentiality designation by  
27 electing not to mount a challenge promptly after the original designation is  
28 disclosed.

1           6.2 Meet and Confer. The Challenging Party shall initiate the dispute  
2 resolution process under Local Rule 37.1. In conferring, the Challenging Party  
3 must explain the basis for its belief that the confidentiality designation was not  
4 proper and must give the Designating Party an opportunity to review the designated  
5 material, to reconsider the circumstances, and, if no change in designation is  
6 offered, to explain the basis for the chosen designation.

7           6.3 Judicial Intervention. If the Parties cannot resolve a challenge without  
8 court intervention, the Designating Party shall file and serve a motion to retain  
9 confidentiality in compliance with Local Rule 37.

10           The burden of persuasion in any such challenge proceeding shall be on the  
11 Designating Party. Frivolous designations or challenges, and those designations or  
12 challenges made for an improper purpose (e.g., to harass or impose unnecessary  
13 expenses and burdens on other parties) may expose the respective Designating  
14 Party or Challenging Party to sanctions. Unless the Designating Party has waived  
15 or withdrawn the confidentiality designation, all parties shall continue to afford the  
16 material in question the level of protection to which it is entitled under the  
17 Designating Party's designation until the Court rules on the challenge.

## 18 **7. ACCESS TO AND USE OF PROTECTED MATERIAL**

19           7.1 Basic Principles. A Receiving Party may use Protected Material that is  
20 disclosed or produced by another Party or by a Non-Party in connection with this  
21 Action only for prosecuting, defending, or attempting to settle this Action. Such  
22 Protected Material may be disclosed only to the categories of persons and under the  
23 conditions described in this Order. When the Action has been terminated, a  
24 Receiving Party must comply with the provisions of section 13 below (FINAL  
25 DISPOSITION). Protected Material must be stored and maintained by a Receiving  
26 Party at a location and in a secure manner that ensures that access is limited to the  
27 persons authorized under this Order.

28

1           Notwithstanding anything in this Protective Order, documents produced by  
2 Transamerica in this Action and in *Feller v. Transamerica Life Insurance*  
3 *Company*, Case No. 2:16-cv-01378-CAS (“*Feller*”) using the *Feller* Bates numbers  
4 will be deemed to be produced in both actions in accordance with the procedures  
5 agreed to by the parties in the Stipulation Re Coordination of Discovery With  
6 Related Action, *Feller v. Transamerica Life Ins. Co.*, Case No. 2:16-cv-01378-  
7 CAS. The treatment of Confidential Material in these documents in this Action will  
8 be governed by this Order.

9           7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless  
10 otherwise ordered by the court or permitted in writing by the Designating Party, a  
11 Receiving Party may disclose any information or item designated  
12 “CONFIDENTIAL” only to:

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

16                   (b) the Receiving Party, including officers, directors, and employees  
17 (including House Counsel) of the Receiving Party, to whom disclosure is  
18 reasonably necessary for this Action;

19                   (c) the Receiving Party’s Parents’ officers, directors, employees, or  
20 consultants/advisors (1) to whom disclosure is reasonably necessary for this Action,  
21 and (2) who have signed the “Acknowledgment and Agreement to Be Bound”  
22 (Exhibit A);

23                   (d) Experts (as defined in this Order) of the Receiving Party to whom  
24 disclosure is reasonably necessary for this Action and who have signed the  
25 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

26                   (e) the *Feller* plaintiffs’ counsel only as to Protected Material in or  
27 deriving from documents with a *Feller* Bates number;

28                   (f) the court and its personnel;

1 (g) court reporters and their staff;  
2 (h) professional jury or trial consultants, mock jurors, and Professional  
3 Vendors to whom disclosure is reasonably necessary for this Action;

4 (i) the author or recipient of a document containing the information or  
5 a custodian or other person who otherwise possessed or knew the information;

6 (j) during their depositions, witnesses, and attorneys for witnesses, in  
7 the Action to whom disclosure is reasonably necessary provided: (1) the deposing  
8 party requests that the witness sign the “Acknowledgment and Agreement to Be  
9 Bound” (Exhibit A); and (2) they will not be permitted to keep any Confidential  
10 information unless they sign the “Acknowledgment and Agreement to Be Bound”  
11 (Exhibit A), unless otherwise agreed by the Designating Party or ordered by the  
12 Court.

13 (k) any mediator or settlement officer, and their supporting personnel,  
14 mutually agreed upon by any of the parties engaged in settlement discussions and  
15 who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A).

16 7.3 Disclosure of “HIGHLY CONFIDENTIAL- ATTORNEYS’ EYES  
17 ONLY Information or Items: Unless otherwise ordered by the court or permitted in  
18 writing by the Designating Party, a Receiving Party may disclose any information  
19 or item designated “HIGHLY CONFIDENTIAL- ATTORNEYS’ EYES ONLY”  
20 only to:

21 (a) the Receiving Party’s Outside Counsel of Record in this Action, as  
22 well as employees of said Outside Counsel of Record, to whom it is reasonably  
23 necessary to disclose the information for this Action;

24 (b) House Counsel and up to five officers, directors, employees, or  
25 consultants/advisors of: i) Transamerica if it is a Receiving Party; ii) Plaintiff EFG  
26 Bank and Plaintiff Wells Fargo or EFG Bank’s Parent if Plaintiff EFG Bank or  
27 Wells Fargo is a Receiving Party; and iii) the EAA Plaintiffs or the EAA Plaintiffs’  
28 Parent if it is a Receiving Party (1) to whom disclosure is reasonably necessary for

1 this Action; and (2) who have signed the “Acknowledgement and Agreement to be  
2 Bound” (Exhibit A). A House Counsel who is a member of the Bar of any state in  
3 the United States need not sign the Acknowledgment. For the sake of clarity, this  
4 provision allows for disclosure to a maximum of ten people combined for all  
5 Plaintiffs where they are the Receiving Party, up to five people for EFG Bank and  
6 Wells Fargo combined, and up to five people for the EAA Plaintiffs combined, as  
7 EAA Plaintiffs are defined in the operative complaint.

8 (c) Experts (as defined in this Order) of the Receiving Party to whom  
9 disclosure is reasonably necessary for this Action and who have signed the  
10 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

11 (d) the *Feller* plaintiffs’ counsel only as to Protected Material in or  
12 deriving from documents with a *Feller* Bates number;

13 (e) the court and its personnel;

14 (f) court reporters and their staff;

15 (g) professional jury or trial consultants, mock jurors, and Professional  
16 Vendors to whom disclosure is reasonably necessary for this Action;

17 (h) the author or recipient of a document containing the information or  
18 a custodian or other person who otherwise possessed or knew the information;

19 (i) during their depositions, witnesses, and attorneys for witnesses, in  
20 the Action to whom disclosure is reasonably necessary provided the witness signs  
21 the “Acknowledgment and Agreement to Be Bound” (Exhibit A).

22 (j) any mediator or settlement officer, and their supporting personnel,  
23 mutually agreed upon by any of the parties engaged in settlement discussions and  
24 who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A).

25 **8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED**  
26 **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. Such notification  
4 shall include a copy of the subpoena or court order;

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

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

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

20 **9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE**  
21 **PRODUCED IN THIS LITIGATION**

22 (a) The terms of this Order are applicable to information produced by a Non-  
23 Party in this Action and designated as “CONFIDENTIAL” or “HIGHLY  
24 CONFIDENTIAL- ATTORNEYS’ EYES ONLY.” Such information produced by  
25 Non-Parties in connection with this litigation is protected by the remedies and relief  
26 provided by this Order. Nothing in these provisions should be construed as  
27 prohibiting a Non-Party from seeking additional protections.  
28

1 (b) In the event that a Party is required, by a valid discovery request, to  
2 produce a Non-Party's confidential information in its possession, and the Party is  
3 subject to an agreement with the Non-Party not to produce the Non-Party's  
4 confidential information, then the Party shall:

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

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

11 (3) make the information requested available for inspection by the  
12 Non-Party, if requested.

13 (c) If the Non-Party fails to seek a protective order from this court within  
14 21 days of receiving the notice and accompanying information, the Receiving Party  
15 may produce the Non-Party's confidential information responsive to the discovery  
16 request. If the Non-Party timely seeks a protective order, the Receiving Party shall  
17 not produce any information in its possession or control that is subject to the  
18 confidentiality agreement with the Non-Party before a determination by the court.  
19 Absent a court order to the contrary, the Non-Party shall bear the burden and  
20 expense of seeking protection in this court of its Protected Material.

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

22 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed  
23 Protected Material to any person or in any circumstance not authorized under this  
24 Protective Order, the Receiving Party must immediately (a) notify in writing the  
25 Designating Party of the unauthorized disclosures, (b) use its best efforts to retrieve  
26 all unauthorized copies of the Protected Material, (c) inform the person or persons  
27 to whom unauthorized disclosures were made of all the terms of this Order, and (d)  
28

1 request such person or persons to execute the “Acknowledgment and Agreement to  
2 Be Bound” that is attached hereto as Exhibit A.

3 **11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE**  
4 **PROTECTED MATERIAL**

5 When a Producing Party gives notice to Receiving Parties that certain  
6 inadvertently produced material is subject to a claim of privilege or other protection  
7 (e.g. work product immunity), the obligations of the Receiving Parties are those set  
8 forth in Federal Rule of Civil Procedure 26(b)(5)(B). This provision is not intended  
9 to modify whatever procedure may be established in an e-discovery order that  
10 provides for production without prior privilege review. Pursuant to Federal Rule of  
11 Evidence 502(d) and (e), the parties agree that the inadvertent or unintentional  
12 disclosure by the Producing Party of material that is privileged or subject to other  
13 protection shall not be deemed a waiver in whole or in part of the claim of privilege  
14 or other protection, either as to the specific information disclosed or as to any other  
15 information relating thereto on the same or related subject matter.

16 Upon learning of an inadvertent or unintentional disclosure of privileged  
17 information, the Producing Party shall provide written notice to the parties who  
18 have received such information. Within ten (10) business days of the date of that  
19 written notice, the documents or materials described in that notice shall be returned  
20 to counsel for the Producing Party, and in the same time frame, any notes or other  
21 writing or recordings that copy, summarize, reflect, or discuss the content of the  
22 documents or materials shall be destroyed. No use shall be made of such  
23 documents or materials from such inadvertent production during deposition or at  
24 trial, nor shall such documents or materials be provided to anyone who did not  
25 already have access to them prior to the request by the Producing Party that they be  
26 returned.

27 If the Receiving Party intends to challenge the assertion of privilege, it must  
28 provide written notice within this ten-day period, explaining the grounds for its

1 challenge. The Receiving Party shall initiate the dispute resolution process under  
2 Local Rule 37.1 within ten (10) business days of date of service of the Receiving  
3 Party's notice disputing a claim of inadvertent production.

4 If the Parties cannot resolve a challenge without court intervention, the  
5 Receiving Party may move the Court for an order compelling production of any  
6 inadvertently produced or disclosed document or material in compliance with Local  
7 Rule 37, but the motion shall not assert as a ground for production the fact of the  
8 inadvertent production or disclosure. Pending the Court's ruling, the party  
9 challenging the assertion of privilege shall segregate the affected documents and  
10 materials and shall not make any use of such information.

## 11 **12. MISCELLANEOUS**

12 12.1 Right to Further Relief. Nothing in this Order abridges the right of any  
13 person to seek its modification by the Court in the future.

14 12.2 Right to Assert Other Objections. By stipulating to the entry of this  
15 Protective Order no Party waives any right it otherwise would have to object to  
16 disclosing or producing any information or item on any ground not addressed in  
17 this Protective Order. Similarly, no Party waives any right to object on any ground  
18 to use in evidence of any of the material covered by this Protective Order.

19 12.3 Filing Protected Material. A Party that seeks to file any Protected  
20 Material must comply with Civil Local Rule 79-5 and the Court's Guide to  
21 Electronically Filing Under Seal Documents in Civil Cases and file under seal,  
22 unless the Designating Party gives its written permission to file in the public record.

23 12.4 The Parties agree that the terms of this Stipulated Protective Order will  
24 govern as of the date when it is filed. To the extent the Court modifies any  
25 provision of this Stipulated Protective Order, the Parties will meet and confer in  
26 good faith regarding how to address those modifications for any documents  
27 previously produced.

28

1 **13.FINAL DISPOSITION**

2 After the final disposition of this Action, as defined in Section 4  
3 (DURATION), within 60 days of a written request by the Designating Party, each  
4 Receiving Party must return all Protected Material to the Producing Party or destroy  
5 such material. As used in this subdivision, “all Protected Material” includes all  
6 copies, abstracts, compilations, summaries, and any other format reproducing or  
7 capturing any of the Protected Material. Whether the Protected Material is returned  
8 or destroyed, the Receiving Party must submit a written certification to the  
9 Producing Party (and, if not the same person or entity, to the Designating Party) by  
10 the 60 day deadline that (1) identifies (by category, where appropriate) all the  
11 Protected Material that was returned or destroyed and (2) affirms that the Receiving  
12 Party has not retained any copies, abstracts, compilations, summaries or any other  
13 format reproducing or capturing any of the Protected Material. Notwithstanding this  
14 provision, Counsel are entitled to retain an archival copy of all pleadings, motion  
15 papers, trial, deposition, and hearing transcripts, legal memoranda, correspondence,  
16 deposition and trial exhibits, expert reports, attorney work product, and consultant  
17 and expert work product, even if such materials contain Protected Material. Any  
18 such archival copies that contain or constitute Protected Material remain subject to  
19 this Protective Order as set forth in Section 4 (DURATION).

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21 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.  
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Dated: March 26, 2018

ORRICK, HERRINGTON &  
SUTCLIFFE LLP

By: /s/ Khai LeQuang

KHAI LEQUANG  
Attorneys for Plaintiffs  
EFG BANK AG, CAYMAN BRANCH;  
WELLS FARGO BANK, NATIONAL  
ASSOCIATION, as securities  
intermediary for EFG BANK AG,  
CAYMAN BRANCH; DLP MASTER  
TRUST; DLP MASTER TRUST II; DLP  
MASTER TRUST III; GREENWICH  
SETTLEMENTS MASTER TRUST;  
GWG DLP MASTER TRUST; LIFE  
FUNDING TRUST; AND PALM  
BEACH SETTLEMENT COMPANY

Dated: March 26, 2018

MORRISON & FOERSTER LLP

By: /s/ Nancy R. Thomas

NANCY R. THOMAS  
Attorneys for Defendant  
TRANSAMERICA LIFE INSURANCE  
COMPANY

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**ECF ATTESTATION**

I, Khai LeQuang, am the ECF User whose ID and password are being used to file this **[PROPOSED] STIPULATED PROTECTIVE ORDER**. In accordance with Local Rule 5-4.3.4, concurrence in and authorization of the filing of this document has been obtained from Nancy Thomas, counsel for Defendant, and I shall maintain records to support this concurrence for subsequent production for the Court if so ordered or for inspection upon request by a party.

Dated: March 26, 2018

ORRICK, HERRINGTON & SUTCLIFFE LLP

By:           /s/ Khai LeQuang            
Khai LeQuang

Attorneys for Plaintiffs

**IT IS SO ORDERED.**

Dated: April 17, 2018

  /s/ - Gail J. Standish    
Honorable Gail J. Standish

1 EXHIBIT A

2 ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

3 I, \_\_\_\_\_ [print or type full name], of  
4 \_\_\_\_\_ [print or type full address], declare under penalty of perjury  
5 that I have read in its entirety and understand the Stipulated Protective Order that  
6 was issued by the United States District Court for the Central District of California  
7 on \_\_\_\_\_ [date] in the case of *EFG Bank AG, Cayman Branch, et al. v.*  
8 *Transamerica Life Insurance Company*, Case No. 2:16-cv-08104-CAS-AJW. I  
9 agree to comply with and to be bound by all the terms of this Stipulated Protective  
10 Order and I understand and acknowledge that failure to so comply could expose me  
11 to sanctions and punishment in the nature of contempt. I solemnly promise that I  
12 will not disclose in any manner any information or item that is subject to this  
13 Stipulated Protective Order to any person or entity except in strict compliance with  
14 the provisions of this Stipulated Protective Order. I further agree to submit to the  
15 jurisdiction of the United States District Court for the Central District of California  
16 for enforcing the terms of this Stipulated Protective Order, even if such  
17 enforcement proceedings occur after termination of this action. I hereby appoint  
18 \_\_\_\_\_ [print or type full name] of  
19 \_\_\_\_\_ [print or type full address and  
20 telephone number] as my California agent for service of process in connection with  
21 this action or any proceedings related to enforcement of this Stipulated Protective  
22 Order.

23  
24 Date: \_\_\_\_\_

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

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

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

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