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17
 18 **UNITED STATES DISTRICT COURT**
 19 **CENTRAL DISTRICT OF CALIFORNIA**
 20 **RIVERSIDE DIVISION**

21 FLINT W. MURFITT, individually, on
 22 behalf of all others similarly situated,
 and on behalf of the general public;

23 Plaintiff,

24 v.

25 BANK OF AMERICA, N.A.; and
 26 DOES 1 through 10, inclusive,

27 Defendants.

Case No. 5:13-cv-01182-JGB (SPx)

**STIPULATED PROTECTIVE
 ORDER**

Courtroom: 3 or 4
 Judge: Hon. Jesus G. Bernal
 Magistrate Judge: Hon. Sheri Pym

DISCOVERY MATTER

1 **1. PURPOSES AND LIMITATIONS**

2 Disclosure and discovery activity in this action are likely to involve the
3 production of confidential, proprietary, or private information for which special
4 protection from public disclosure and from use for any purpose other than prosecuting
5 this litigation may be warranted. Accordingly, Plaintiff Flint W. Murfitt and
6 Defendant Bank of America, N.A. (collectively, the “Parties”, each individually a
7 “Party”) hereby stipulate to and petition the Court to enter the following Stipulated
8 Protective Order (“Protective Order” or “Order”) in the above-captioned action (the
9 “Action”). The Parties acknowledge that this Order does not confer blanket
10 protections on all disclosures or responses to discovery and that the protection it
11 affords from public disclosure and use extends only to the limited information or
12 items that are entitled to confidential treatment under the applicable legal principles.

13 Documents and information so designated may only be disclosed or used as
14 further provided herein. Pursuant to Rule 26(c) of the Federal Rules of Civil
15 Procedure, it is hereby stipulated and agreed by and between all Parties to this Action,
16 through their respective counsel and subject to the approval of this Court, that this
17 Protective Order be entered in this Action.

18
19 **2. DEFINITIONS**

20 **2.1 Challenging Party:** a Party or Non-Party that challenges the designation
21 of information or items under this Order.

22 **2.2 “CONFIDENTIAL” Information or Items, or Confidential**
23 **Information:** any material (including, but not limited to, exhibits; documents and
24 things produced by any Party or witness; answers to interrogatories; responses to
25 requests for admissions; responses to requests for production; declarations; affidavits;
26 deposition testimony or transcripts, including the information contained therein
27 whether in note or summary form, that constitutes:

28 (a) a trade secret in accordance with the Uniform Trade Secrets Act;

1 (b) non-public communications with regulators or other governmental
2 bodies that are protected from disclosure by statute or regulation;

3 (c) information, materials, and/or other documents reflecting non-
4 public business or financial strategies, and/or confidential competitive information
5 which, if disclosures, would result in competitive harm to the Designating Party;

6 (d) information subject to federal or California privacy rights;

7 (e) individual personal information that is protected from disclosure
8 under state or federal law, including identifying personal financial information, about
9 any Party, and employee of any Party, or any third party;

10 (f) borrower specific and/or credit applicant specific information,
11 including private consumer information that contains identifying contact or private
12 financial information provided by a consumer to a financial institution resulting from
13 any transaction with the consumer or any service performed for the consumer, or
14 otherwise obtained by the financial institution, including any list, description, or other
15 grouping of consumers (and publicly available information pertaining to them) that is
16 derived using any nonpublic personal information, including any “nonpublic personal
17 information” such as that identified by the Gramm-Leach-Bliley Act, 15 U.S.C. §
18 6801 et seq.; and

19 (g) information regarding any individual’s banking or lending
20 relationships, including, without limitation, information regarding the individual’s
21 mortgage or credit history.

22 **2.3 Counsel (without qualifier):** Outside Counsel of Record and House
23 Counsel (as well as their support staff).

24 **2.4 Designating Party:** a Party or Non-Party that designates information or
25 items that it produces in disclosures or in responses to discovery as
26 “CONFIDENTIAL.”

27 **2.5 Disclosure or Discovery Material:** all items or information, regardless
28 of the medium or manner in which it is generated, stored, or maintained (including,

1 among other things, testimony, transcripts, and tangible things), that are produced or
2 generated in disclosures or responses to discovery in this matter, including but not
3 limited to answers to interrogatories, responses to requests for production, responses
4 to requests for admission, deposition and exhibits, and transcripts of depositions and
5 hearings (or portions of such transcripts).

6 **2.6 Expert:** a person with specialized knowledge or experience in a matter
7 pertinent to the litigation who has been retained by a Party or its Counsel to serve as
8 an expert witness or as a consultant in this Action. This definition includes a
9 professional jury or trial consultant retained in connection with this litigation.

10 **2.7 House Counsel:** attorneys who are employees of a Party to this Action.
11 House Counsel does not include Outside Counsel of Record or any other outside
12 counsel.

13 **2.8 Non-Party:** any natural person, partnership, corporation, association, or
14 other legal entity not named as a Party to this Action.

15 **2.9 Outside Counsel of Record:** attorneys who are not employees of a
16 Party to this Action but are retained to represent or advise a Party to this Action and
17 have appeared in this Action on behalf of that party or are affiliated with a law firm
18 which has appeared on behalf of that party.

19 **2.10 Party:** any party to this Action, including all of its officers, directors,
20 employees, consultants, retained experts, and Outside Counsel of Record (and their
21 support staffs).

22 **2.11 Producing Party:** a Party or Non-Party that produces Disclosure or
23 Discovery Material in this Action.

24 **2.12 Professional Vendors:** persons or entities that provide litigation support
25 services (e.g., photocopying, videotaping, translating, preparing exhibits or
26 demonstrations, and organizing, storing, or retrieving data in any form or medium)
27 and their employees and subcontractors.
28

1 **2.13 Protected Material:** any Disclosure or Discovery Material that is
2 designated as “CONFIDENTIAL”

3 **2.14 Receiving Party:** a Party and his, her or its Counsel of Record in this
4 litigation that receives Disclosure or Discovery Material from a Producing Party.
5

6 **3. SCOPE**

7 The protections conferred by this Protective Order cover not only Protected
8 Material (as defined above), but also (1) any information copied or extracted from
9 Protected Material; (2) all copies, excerpts, summaries, or compilations of Protected
10 Material; and (3) any testimony, conversations, or presentations by Parties or their
11 Counsel that might reveal Protected Material. However, the protections conferred by
12 this Protective Order do not cover the following information: (a) any information that
13 is in the public domain at the time of disclosure to a Receiving Party or becomes part
14 of the public domain after its disclosure to a Receiving Party as a result of publication
15 not involving a violation of this Order, including becoming part of the public record
16 through trial or otherwise; and (b) any information known to the Receiving Party prior
17 to the disclosure or obtained by the Receiving Party after the disclosure from a source
18 who obtained the information lawfully and under no obligation of confidentiality to
19 the Designating Party. Any use of Protected Material at trial shall be governed by a
20 separate agreement or order.
21

22 **4. DURATION**

23 Absent written agreement of the Designating Party that Protected Material (or
24 specific portions thereof) need not be maintained as such under the terms of this Order
25 or an order of this Court, the confidentiality obligations imposed by this Order shall
26 remain in effect even after final disposition of this litigation. Final disposition shall be
27 deemed to be the later of (1) dismissal of all claims and defenses in this Action, with
28 or without prejudice; or (2) final judgment herein after the completion and exhaustion

1 of all appeals, rehearings, remands, trials, or reviews of this Action, including the time
2 limits for filing any motions or applications for extension of time pursuant to
3 applicable law.

4
5 **5. DESIGNATING PROTECTED MATERIAL**

6 **5.1 Exercise of Restraint and Care in Designating Material for**
7 **Protection.** Each Party or Non-Party that designates information or items for
8 protection under this Order must take care to limit any such designation to specific
9 material that qualifies under the appropriate standards. The Designating Party must
10 designate for protection only those parts of material, documents, items, or oral or
11 written communications that qualify – so that other portions of the material,
12 documents, items, or communications for which protection is not warranted are not
13 swept unjustifiably within the ambit of this Order.

14 Mass, indiscriminate, or routinized designations are prohibited. Designations
15 that are shown to be clearly unjustified or that have been made for an improper
16 purpose (*e.g.*, to unnecessarily encumber or retard the case development process or to
17 impose unnecessary expenses and burdens on other parties) expose the Designating
18 Party to sanctions.

19 If it comes to a Designating Party’s attention that information or items that it
20 designated for protection do not qualify for protection, that Designating Party must
21 promptly 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.*, second paragraph of Section 5.2(a) below), or as otherwise
24 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection
25 under this Order must be clearly so designated before the material is disclosed or
26 produced. Nothing in this Order concerning designation for protection, however, shall
27 be interpreted as controlling the form of production of any material by any
28 Designating Party.

1 Designation in conformity with this Order requires:

2 (a) for information in documentary form (*e.g.*, paper or electronic
3 documents, but excluding transcripts of depositions or other pretrial proceedings), that
4 the Producing Party affix the legend “CONFIDENTIAL” to each page that contains
5 Protected Material. If only a portion or portions of the material on a page qualifies for
6 protection, the Producing Party also must clearly identify the protected portion(s)
7 (*e.g.*, by making appropriate markings in the margins).

8 A Party or Non-Party that makes original documents or materials
9 available for inspection need not designate them for protection until after the
10 inspecting Party has indicated which material it would like copied and produced.
11 During the inspection and before the designation, all of the material made available
12 for inspection shall be deemed Protected Material. After the inspecting Party has
13 identified the documents it wants copied and produced, the Producing Party must
14 determine which documents, or portions thereof, qualify for protection under this
15 Order. Then, before producing the specified documents, the Producing Party must
16 affix the legend “CONFIDENTIAL” to each page that contains Protected Material. If
17 only a portion or portions of the material on a page qualifies for protection, the
18 Producing Party also must clearly identify the protected portion(s) (*e.g.*, by making
19 appropriate markings in the margins);

20 (b) a Producing Party may designate all or part of a deposition as
21 containing Confidential Information by so indicating on the record during such
22 deposition, in which case the court reporter shall be directed to separately bind the
23 portion of the transcript and to clearly mark the front of the separately bound volume
24 with the designation “CONFIDENTIAL.” During any deposition that includes
25 testimony concerning Confidential Information, any and all individuals who are not
26 entitled access to said information under the terms of the Protective Order may be
27 excluded from that portion of the deposition. In any event, all deposition transcripts
28 shall be treated as Confidential Information for up to and including thirty (30) days

1 after receipt of the transcript, within which time counsel for any Party may designate a
2 portion or all of the transcript as Confidential Information in writing to all counsel;”
3 and

4 (c) for information produced in some form other than documentary
5 and for any other tangible items, that the Producing Party affix in a prominent place
6 on the exterior of the container or containers in which the information or item is stored
7 the legend “CONFIDENTIAL.” 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).

10 **5.3 Inadvertent Failures to Designate.** If any “CONFIDENTIAL”
11 information or items are inadvertently provided to a discovering party without being
12 marked appropriately as Protected Material in accordance with this Order, the
13 Producing Party may thereafter designate such material(s) as “CONFIDENTIAL” and
14 the initial failure to so mark the material shall not be deemed a waiver of its
15 confidentiality. Upon timely correction of a designation, the Receiving Party must
16 make reasonable efforts to assure that the material is treated in accordance with the
17 provisions of this Order.

18 19 **6. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

20 **6.1 Timing of Challenges.** Any Party or Non-Party may challenge a
21 designation of confidentiality at any time. Unless a prompt challenge to a Designating
22 Party’s confidentiality designation is necessary to avoid foreseeable, substantial
23 unfairness, unnecessary economic burdens, or a significant disruption or delay of the
24 litigation, a Party does not waive its right to challenge a confidentiality designation by
25 electing not to mount a challenge promptly after the original designation is disclosed.

26 **6.2 Meet and Confer.** The Challenging Party shall initiate the dispute
27 resolution process by providing written notice of each designation it is challenging
28 and describing the basis for each challenge. To avoid ambiguity as to whether a

1 challenge has been made, the written notice must recite that the challenge to
2 confidentiality is being made in accordance with this specific Section of the Protective
3 Order. The Parties shall attempt to resolve each challenge in good faith and must
4 begin the process by conferring directly (in voice to voice dialogue; other forms of
5 communication are not sufficient) within fourteen (14) days of the date of service of
6 notice. In conferring, the Challenging Party must explain the basis for its belief that
7 the confidentiality designation was not proper and must give the Designating Party an
8 opportunity to review the designated material, to reconsider the circumstances, and, if
9 no change in designation is offered, to explain the basis for the chosen designation.
10 The Designating Party will have 7 days to respond in writing. A Challenging Party
11 may proceed to the next stage of the challenge process only if it has engaged in this
12 meet and confer process first or establishes that the Designating Party is unwilling to
13 participate in the meet and confer process in a timely manner.

14 **6.3 Judicial Intervention.** The Parties shall attempt to further resolve any
15 such dispute pursuant to the procedure set forth in Local Rule 37-1. If the Parties
16 cannot resolve a dispute, the Producing Party will bear the burden of filing any motion
17 with the Court, within 14 days of the conclusion of the Local Rule 37-1 conference(s).
18 Pending resolution by the Parties or by the Court regarding a dispute over a
19 confidentiality designation, the Confidential Information will continue to be treated as
20 such. The burden to demonstrate the propriety of any Confidential designation shall
21 be on the Party making such designation.

22 23 **7. ACCESS TO AND USE OF PROTECTED MATERIAL**

24 **7.1 Basic Principles.** A Receiving Party shall use Protected Material only for
25 purposes of this Action. A Receiving Party shall not use Confidential Information for
26 any other litigation, or for any business or other purpose whatsoever, including,
27 without limitation, (a) in connection with any other present or future disputes,
28 proceedings or litigation (including, without limitation, any lawsuit against Bank of

1 America, N.A. or Bank of America Corporation (or any of its current or former
2 affiliated entities under Bank of America corporation); (b) to prosecute, amend and/or
3 conduct discovery in any other present or future litigation or lawsuit against Bank of
4 America, N.A. or Bank of America Corporation (or any of its current or former
5 affiliated entities under Bank of America Corporation) involving any of Plaintiff's
6 counsel or their respective firms; and/or (c) to contact absent class members absent a
7 Court order permitting such contact, or until a class is certified. Such Protected
8 Material may be disclosed only to the categories of persons and under the conditions
9 described in this Order. When the litigation has been terminated, as defined in Section
10 4, a Receiving Party must comply with the provisions of Section 13 below (FINAL
11 DISPOSITION).

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

15 **7.2 Disclosure of "CONFIDENTIAL" Information or Items.** Unless
16 otherwise ordered by the Court or permitted in writing by the Designating Party, a
17 Receiving Party may disclose any information or item designated "CONFIDENTIAL"
18 only to:

19 (a) the Parties and their current and former officers, directors, in-house
20 counsel and employees deemed necessary to aid counsel in the conduct of the above-
21 captioned Action;

22 (b) the Receiving Party's Outside Counsel of Record in this Action,
23 and employees of their respective firms;

24 (c) a deponent or witness who is a Party, or an officer, director,
25 partner, attorney, employee or agent of the Producing Party;

26 (d) copying or imaging services, court reporters, or Professional
27 Vendors associated with or retained by a Party in connection with this Action;
28

1 (e) Experts (as defined in this Order) of the Receiving Party and their
2 staff with whom counsel may deem it necessary to consult for the preparation for trial
3 of this Action, and who have signed the “Acknowledgment and Agreement to Be
4 Bound by Protective Order” (Exhibit A) prior to receiving any Protected Material;

5 (f) the Court and its personnel, subject to a Motion for Impoundment
6 filed pursuant to paragraph 6.3 of this Protective Order.

7 **7.3** A Receiving Party may not reveal or discuss Protected Material to or
8 with any person not entitled to receive such information under paragraph 5 of this
9 Protective Order.

10 **7.4** In the event Protected Material is inadvertently disclosed to a third party
11 other than those identified in paragraph 7.2 of this Protective Order, such disclosure
12 shall be reported in writing to the Producing Party within five (5) business days of the
13 discovery of such disclosure. Counsel for the Party who made the disclosure must
14 make all reasonable efforts to retrieve the Confidential Information and/or to confirm
15 that all copies of the Confidential Information in the third party’s possession have
16 been destroyed.

17 **7.5 Limitations on Use of “CONFIDENTIAL” Information.** A Receiving
18 Party, including, his, her or its Counsel, receiving “CONFIDENTIAL” Information
19 shall use them (and any information derived from them) solely for purposes of this
20 litigation and/or in any settlement negotiations between the Parties with respect to this
21 litigation; and shall not use them for any other purpose, including, without limitation,
22 (a) in connection with any other present or future disputes, proceedings or litigation
23 (including, without limitation, any lawsuit against Bank of America, N.A. or Bank of
24 America Corporation (or any of its current or former affiliated entities under Bank of
25 America Corporation)); (b) to prosecute, amend and/or conduct discovery in any other
26 present or future litigation or lawsuit against Bank of America, N.A. or Bank of
27 America Corporation (or any of its current or former affiliated entities under Bank of
28 America Corporation) involving any of Plaintiff’s counsel or their respective firms;

1 and/or (c) to contact absent class members absent a Court order permitting such
2 contact, or until a class is certified. Nothing in this section shall be construed to limit
3 Counsel's ability to communicate with any named plaintiff or with current or former
4 borrowers who contact Plaintiff's Counsel, or to receive any information from such
5 current or former borrowers who contact Plaintiff's Counsel.

6
7 **8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED**
8 **IN OTHER LITIGATION**

9 If a Receiving Party is served with a subpoena or a court order issued in other
10 litigation that compels disclosure of any information or items designated in this
11 Action as "CONFIDENTIAL" the Receiving Party must:

12 (a) promptly notify in writing the Designating Party and in no event
13 no more than three (3) court days after receiving the subpoena or order. Such
14 notification shall include a copy of the subpoena, court order, or other form of request;

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

19 (c) immediately inform the third party who served the subpoena, court
20 order, or request that the information sought is subject to this Protective Order;

21 (d) cooperate with respect to all reasonable procedures sought to be
22 pursued by the Designating Party whose Protected Material may be affected.

23 If the Designating Party timely seeks a protective order, the Party served with
24 the subpoena or court order shall not produce any information designated in this
25 Action as "CONFIDENTIAL" before a determination by the court from which the
26 subpoena or order issued, unless the Party has obtained the Designating Party's
27 permission. The Designating Party shall bear the burden and expense of seeking
28 protection in that court of its confidential material – and nothing in these provisions

1 should be construed as authorizing or encouraging a Receiving Party in this Action to
2 disobey a lawful directive from another court.

3
4 **9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE**
5 **PRODUCED IN THIS LITIGATION**

6 (a) The terms of this Order are applicable to information produced by a Non-
7 Party in this Action and designated as “CONFIDENTIAL.” Such information
8 produced by Non-Parties in connection with this litigation is protected by the
9 remedies and relief provided by this Order. Nothing in these provisions should be
10 construed as prohibiting a Non-Party from seeking additional protections.

11 (b) In the event that a Party is required, by a valid discovery request, to
12 produce a Non-Party’s confidential information in its possession, and the Party is
13 subject to an agreement with the Non-Party not to produce the Non-Party’s
14 confidential information, then the Party shall:

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

18 (2) promptly provide the Non-Party with a copy of the Protective
19 Order in this litigation, the relevant discovery request(s), and a reasonably specific
20 description of the information requested; and

21 (3) make the information requested available for inspection by the
22 Non-Party.

23 (c) If the Non-Party fails to object or seek a protective order from this Court
24 within fourteen (14) days of receiving the notice and accompanying information, the
25 Receiving Party may produce the Non-Party’s confidential information responsive to
26 the discovery request. If the Non-Party timely seeks a protective order, the Receiving
27 Party shall not produce any information in its possession or control that is subject to
28 the confidentiality agreement with the Non-Party before a determination by the court.

1 Absent a court order to the contrary, the Non-Party shall bear the burden and expense
2 of seeking protection in this court of its Protected Material.

3
4 **10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

5 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed
6 Protected Material to any person or in any circumstance not authorized under this
7 Protective Order, the Receiving Party must immediately (a) notify in writing the
8 Designating Party of the unauthorized disclosures, (b) use its best efforts to retrieve all
9 unauthorized copies of the Protected Material, (c) inform the person or persons to
10 whom unauthorized disclosures were made of all the terms of this Order, and (d)
11 request such person or persons to execute the “Acknowledgment and Agreement to Be
12 Bound by Protective Order” that is attached hereto as Exhibit A.

13
14 **11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE**
15 **PROTECTED MATERIAL**

16 If a Party inadvertently produces information that it later discovers, or in good
17 faith later asserts, to be subject to any legal privileges or immunity, including but not
18 limited to, the attorney-client privilege or work product doctrine, information
19 prohibited from disclosure pursuant to 31 U.S.C. § 5318 and enabling regulations
20 including 31 C.F.R. § 1020.320, 12 C.F.R. § 21.11, and 12 CFR § 563.180, or is
21 otherwise protected from disclosure, the production of that information will not be
22 presumed to constitute a waiver of any applicable privileges or other protections. In
23 these circumstances, the obligations of the Receiving Parties are those set forth in
24 Federal Rule of Civil Procedure 26(b)(5)(B). The Producing Party must immediately
25 notify all parties in writing of the inadvertent production and the basis for the claim of
26 privilege or other protection from production, and request in writing the return or
27 confirmed destruction of the privileged or protected information. Immediately upon
28 receiving such notice, the Receiving Party or Parties shall make no further use of the

1 alleged privileged documents, and shall immediately segregate them in a manner that
2 will prevent further disclosure or dissemination or their contents. Within five (5)
3 business days of receiving such notice, the Receiving Party shall return to the
4 Producing Party such material and all copies thereof, provided that the Receiving
5 Party may thereafter move the Court for an order that the material in question is not
6 protected from discovery by the asserted privilege or immunity.

7
8 **12. MISCELLANEOUS**

9 **12.1 Right to Further Relief.** Nothing in this Order abridges the right of any
10 person to seek its modification by the court in the future.

11 **12.2 Right to Assert Other Objections.** By stipulating to the entry of this
12 Protective Order no Party waives any right it otherwise would have to object to
13 disclosing or producing any information or item on any ground not addressed in this
14 Protective Order. Similarly, no Party waives any right to object on any ground to use
15 in evidence of any of the material covered by this Protective Order.

16 **12.3 Filing Protected Material.** Documents may not be filed under seal
17 automatically and under seal filings must comply with Local Rule 79-5. In the event
18 that any Protected Material is included with, or the contents thereof are in any way
19 disclosed, in any pleading, motion, or other paper filed with the Clerk of this Court,
20 the filing Party shall move to have such pleading, motion, or other paper impounded
21 by the Clerk pursuant to the terms and requirements of Local Rule 79-5. Any
22 Protected Material contained in documents thereby impounded shall be held *in*
23 *camera* unless the Court orders otherwise, upon good cause shown. If a Party does
24 file such evidence under seal, all papers that refer to or rely upon such evidence shall
25 designate the particular aspects that are confidential.

26 **12.4 No Modification of Privileges.** Nothing in this Protective Order shall
27 modify the law regarding the attorney-client privilege, the attorney work-product
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1 privilege, the joint defense privilege, and any other applicable privilege or reason for
2 non-disclosure with respect to trade secrets or other Confidential Information.

3 **12.5 Agreements and Local State and Federal Law Regarding**
4 **“Confidential Information.”** No Party may be deemed to violate any federal, state
5 or local laws or agreements governing the disclosure of confidential, personal or
6 proprietary information by producing any such information in this litigation, and
7 compliance with this Order.

8
9 **13. FINAL DISPOSITION**

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

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IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

Dated: January 7, 2015

Respectfully submitted,

By: /s/ Laura A. Stoll
Laura A. Stoll
lstoll@goodwinprocter.com
GOODWIN PROCTER LLP

Attorneys for Defendant
BANK OF AMERICA, N.A.

Dated: January 7, 2015

By: /s/ Daniel J. Mulligan (with permission)
Daniel J. Mulligan
dan@jmglawoffices.com
JENKINS MULLIGAN & GABRIEL LLP

Dated: January 7, 2015

By: /s/ Eric Andrew Mercer (with permission)
Eric Andrew Mercer
mercerlegal@me.com
LAW OFFICE OF ERIC ANDREW MERCER

Attorneys for Plaintiff
FLINT W. MURFITT, and the putative class

FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

Dated: January 20, 2015


UNITED STATES MAGISTRATE JUDGE

1 **EXHIBIT A**

2 **ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND**

3 **BY PROTECTIVE ORDER**

4 I, _____ [print or type full name], of
5 _____ [print or type full address], declare under
6 penalty of perjury that I have read in its entirety and understand the Stipulated
7 Protective Order (“Protective Order”) that was issued by the United States District
8 Court for the Central District of California on _____ [date] in the case
9 of *Murfitt v. Bank of America, N.A., et al.*, Case No. 5:13-cv-01182-JGB (SPx). I
10 agree to comply with and to be bound by all the terms of this Protective Order and I
11 understand and acknowledge that failure to so comply could expose me to sanctions
12 and punishment in the nature of contempt. I solemnly promise that I will not disclose
13 in any manner any information or item that is subject to this Protective Order to any
14 person or entity except in strict compliance with the provisions of this Protective
15 Order.

16 I further agree that promptly upon termination of this Action, I will return all
17 “CONFIDENTIAL” documents and information to counsel for the party by whom I
18 am employed or retained.

19 I hereby submit to the jurisdiction of the United States District Court for the
20 Central District of California for the purpose of enforcing the terms of this Stipulated
21 Protective Order, even if such enforcement proceedings occur after termination of this
22 action. I hereby appoint _____ [print or type full name] of
23 _____ [print or type full address and
24 telephone number] as my California agent for service of process in connection with
25 this action or any proceedings related to enforcement of this Protective Order.

26
27 Dated: _____
28

1 City and State where sworn and signed: _____

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3 Printed name: _____

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5 Signature: _____

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