

1 **MORTGAGE RECOVERY LAW GROUP LLP**  
 2 PAUL LEVIN (State Bar No. 229077)  
 3 LAUREN M. GIBBS (State Bar No. 251569)  
 4 ANDREW P. BAEZA (State Bar No. 263392)  
 5 700 NORTH BRAND BOULEVARD, SUITE 830  
 6 GLENDALE, CALIFORNIA 91203  
 7 TELEPHONE (818) 630-7900  
 8 EMAIL: paul.levin@mortgagerecoveries.com  
 9 lgibbs@mortgagerecoveries.com  
 10 abaeza@mortgagerecoveries.com

11 Attorneys for Plaintiff  
 12 Federal Deposit Insurance Corporation  
 13 as Receiver for IndyMac Bank, F.S.B.

14 **UNITED STATES DISTRICT COURT**  
 15 **CENTRAL DISTRICT OF CALIFORNIA**

16 FEDERAL DEPOSIT INSURANCE  
 17 CORPORATION as Receiver for  
 18 INDYMAC BANK, F.S.B.,  
 19 Plaintiff,  
 20 vs.  
 21 LOANLEADERS OF AMERICA, INC.  
 22 f/k/a THE LOANLEADERS OF  
 23 AMERICA, INC., a California  
 24 corporation,  
 25 Defendant.

Case No. 8:14-cv-00957-CJC-RNB  
 Honorable Robert N. Block  
**[PROPOSED] STIPULATED  
 PROTECTIVE ORDER**

1 This case, brought by Plaintiff the Federal Deposit Insurance Corporation  
2 (“FDIC”) in its capacity as Receiver for IndyMac Bank, F.S.B. (“FDIC-R” or  
3 “Plaintiff”) necessarily involves confidential bank information and personally  
4 identifiable information of borrowers that are generally protected from disclosure  
5 under federal laws. Accordingly, because of the strict federal laws governing the  
6 disclosure of such information, a protective order is necessary in order to protect the  
7 information, the parties, and others who may need to be exposed to or review the  
8 information. Plaintiff and Defendant, Loanleaders of America, Inc. f/k/a The  
9 Loanleaders of America Inc. (“Loanleaders” or “Defendant”) appearing through its  
10 counsel of record, stipulate and consent to the entry of this Order.

11 It appearing to the Court that the requested stipulated relief is warranted and  
12 appropriate, and for good cause shown:

13 **NOW, THEREFORE, IT IS HEREBY ORDERED:**

14 1. **Scope of Protective Order.** The parties contemplate that in the  
15 course of this litigation they may produce to one another certain Confidential  
16 Documents, as defined below, or portions of Confidential Documents in their  
17 possession. The term “Document” is comprehensively defined to be synonymous in  
18 meaning and equal in scope to the usage of the term in Rule 34(a) of the Federal  
19 Rules of Civil Procedure, which defines document to include writings, drawings,  
20 graphs, charts, photographs, phone records, and other data compilations from which  
21 information can be obtained, including electronically stored information. The term  
22 “Confidential Documents” shall specifically include, but not be limited to:

23 a. *Regulatory Information:* Confidential Documents  
24 related in any way to the regulation or supervision of IndyMac  
25 Bank, F.S.B. (“Bank”), in whatever form, whether preliminary or  
26 final, including reports of examination or inspection, regulatory  
27 correspondence, reports, orders, memoranda, or agreements by,  
28 from or with the FDIC, the Board of Governors of the Federal

1 Reserve System, the Office of Financial and Insurance  
2 Regulation (“OFIR”), or any other federal or state regulatory  
3 authority, and any documents containing confidential or  
4 privileged information obtained from any documents or records  
5 related to the supervision or regulation of the Bank. The release  
6 of any such regulatory documents may require prior approval  
7 from independent government agencies. No regulatory  
8 documents, however obtained, will be disclosed to anyone other  
9 than Defendant and other persons or entities identified in  
10 paragraph 4 below without prior approval by the respective  
11 regulatory authority or a court order. Confidential Documents  
12 also include documents that are privileged, confidential, or  
13 exempt from disclosure as provided in the Freedom of  
14 Information Act, 5 U.S.C. § 552 (“FOIA”), the regulations  
15 governing the disclosure of information, 12 C.F.R. Parts 261 and  
16 309, the laws of the State of California, or any other applicable  
17 federal or state laws.

18 b. *Bank and Bank Customer Information:*

19 Confidential Documents related to the Bank, or any non-party  
20 bank or financial institution, its customers, or any trading  
21 company involved in placing orders for commodities futures or  
22 options, including but not limited to: Automated Clearing House  
23 items or transactions, chargebacks, merchant processing, bank  
24 account information, customer bank records, signature cards,  
25 bank statements, general ledger entries, deposit or reserve  
26 information, commodity trading statements, loans and lending  
27 transactions, loan applications, financial statements and credit  
28 reports, business and personal state and federal income tax

1 forms, correspondence, and loan documentation relating to any  
2 extension of credit or loan to any borrower. Examples of  
3 Confidential Documents also include, without limitation,  
4 documents containing a Bank customer's name, address, social  
5 security number, date of birth, account number, credit card  
6 number, personal identification number, account balance,  
7 information relating to a deposit account, loan or borrower  
8 relationship, loan application materials, or any other identifying  
9 information.

10 c. *Receivership Information:* Confidential Documents  
11 related to the receivership of the Bank, including any information  
12 on loss or estimates of such loss on the Bank's assets that is not  
13 publicly available. Notwithstanding the provisions of paragraph  
14 4 of this Protective Order, no Confidential Documents shall be  
15 disclosed to any person or entity known to have any current or  
16 prospective interest in such assets, whether or not that person or  
17 entity would otherwise be allowed access to documents and  
18 information under the terms of this Order.

19 d. *Trade Secret/Proprietary Information:* Documents  
20 and information that the producing party reasonably believes  
21 constitute, reflect, or disclose trade secrets, proprietary business  
22 information or data or commercially sensitive information, and  
23 which, if disclosed, will cause harm to its competitive position.

24 Irrespective of any confidential designation by a producing party, this Protective  
25 Order shall not apply to any documents independently obtained from a non-party on  
26 an unrestricted basis or documents that are publicly available.

27 2. **Manner of Designation.** The parties shall designate  
28 Confidential Documents by stamping or otherwise marking them with the legend

1 “Confidential Documents Subject to Protective Order” or similar language. Any  
2 document marked in this manner by either party shall be subject to this Order.

3 **3. Disclosure of Confidential Documents Prohibited.**

4 Confidential Documents shall be used only for the purpose of this action and for no  
5 other purpose. Except as provided by the express terms of this Protective Order, all  
6 persons subject to this Order shall refrain from disclosing in any manner any  
7 information set forth in any Confidential Documents. The transmission of  
8 Confidential Documents between the FDIC in its capacity as Receiver for the Bank  
9 and the FDIC acting in any other capacity shall not constitute disclosure for  
10 purposes of this Order. Any such Confidential Documents transmitted among  
11 various capacities of the FDIC shall remain subject to this Order and its prohibition  
12 on disclosure.

13 **4. Exceptions to Prohibition on Disclosure.** Counsel for a party  
14 to this action may disclose Confidential Documents to the following persons, to the  
15 limited extent such disclosure is necessary, under the following specified  
16 circumstances:

17 a. Officers or employees of any party in this action  
18 who are assisting counsel in the prosecution or defense of this  
19 action to the extent necessary for such assistance (including, but  
20 not limited to, the parties’ attorneys, investigators, paralegals and  
21 other employees);

22 b. Personnel of or counsel to any insurance company  
23 that issued any insurance policy under which Defendant is an  
24 insured (including, but not limited to, the Board of Directors, in-  
25 house attorneys, outside attorneys, investigators, experts,  
26 consultants, senior executives, and employees of any such  
27 insurance company) conducting, assisting, monitoring,  
28 reviewing, or making determinations with regard or related to the

1 litigation, provided that each such person signs a written  
2 agreement to be bound by this Order in the form attached as  
3 Exhibit A; and reinsurers, auditors, or regulators to which any  
4 such insurance company is required to respond or report in the  
5 ordinary course of business regarding the subject matter of this  
6 litigation, but only so long as such persons or entities are already  
7 subject to substantially similar confidentiality obligations;

8 c. As to the FDIC-R: (i) auditors or examiners  
9 required or authorized by law to review materials that may  
10 include Confidential Material; (ii) persons to whom the  
11 information is required to be made available under FOIA or the  
12 FDIC's FOIA regulations, 12 C.F.R. 309.5, upon receipt of a  
13 proper FOIA request for such information; and (iii) individuals  
14 and entities permitted access to exempt information under  
15 12 C.F.R. 309.6;

16 d. Persons specially retained by any of the attorneys or  
17 parties to this action to assist in the preparation of this action,  
18 including but not limited to vendors, experts, consultants,  
19 mediators and arbitrators, provided that such persons require  
20 access to the Confidential Documents or information in order to  
21 perform the services for which they have been retained and  
22 provided that each such person signs a written agreement to be  
23 bound by this Order in the form attached as Exhibit A;

24 e. Any person of whom testimony is to be taken in this  
25 litigation, provided that such a person may only be shown  
26 Confidential Documents to the extent necessary for such  
27 testimony and provided that such person is apprised of the  
28

1 confidential nature of the documents pursuant to Paragraph 5,  
2 below; and

3 f. The Court and court personnel.

4 5. **Counsel's Obligation to Inform.** Prior to disclosing  
5 Confidential Documents to any person pursuant to paragraphs 4(a)-(e), counsel  
6 shall:

7 a. Apprise that person of the confidential nature of the  
8 documents;

9 b. Apprise that person that this Court, pursuant to this  
10 Order, has restricted the use of such documents; and

11 c. Show that person a copy of this Order, specifically  
12 informing him of the contents of this Paragraph.

13 6. **Non-waiver of Privilege; Inadvertent Disclosure.** By agreeing  
14 to the procedures in this Order, the parties do not waive any legal right or privilege  
15 applicable to either the Confidential Documents or to any other request of, or  
16 discovery procedure available to, the parties to this action. Further, inadvertent  
17 disclosure of any privileged document in the course of discovery in this action shall  
18 not constitute waiver of any applicable legal right or privilege. In the case of any  
19 such inadvertent disclosure of privileged documents, the receiving party shall,  
20 immediately upon becoming aware of the disclosure, or, if unaware of disclosure,  
21 within five (5) business days of receipt of a written request by the producing party,  
22 return the original to the producing party, destroy all copies thereof, as well as all  
23 notes, memoranda or other documents that summarize, discuss, or quote the  
24 document, and delete any copy of the document, or any portion thereof, from any  
25 word processing database, tape, or disk the receiving party maintains. Return of a  
26 document over which the producing party has asserted a claim of privilege,  
27 protection, or immunity under this paragraph shall be without prejudice to the  
28 receiving party's right to seek an order from the Court directing the production of

1 the document on the ground that the claimed privilege, protection, or immunity is  
2 invalid or inapplicable; provided, however, that mere production of the document or  
3 information in the course of this action shall not constitute grounds for asserting  
4 waiver of the privilege, protection, or immunity.

5           7.       **Confidential Documents to Be Filed Under Seal.** In the event  
6 counsel for any of the parties wishes to file or submit to this Court any Confidential  
7 Documents (by way of pleadings, motions, briefs or any other papers or oral  
8 communication containing or making reference to such document or information),  
9 counsel shall seek Court approval to file such papers under seal in accordance with  
10 the procedures outlined in Local Rule 79-5.1 by filing an application to file the  
11 papers – or the confidential portions thereof – under seal. The application shall be  
12 directed to the judge to whom the papers are directed. Pending the ruling on the  
13 application, the papers or portions thereof subject to the sealing application shall be  
14 lodged under seal.

15           8.       **Objections to Confidential Designation.** If any party objects to  
16 the designation of a particular document as confidential, the objecting party shall  
17 give written notice of its objection to the designating party. If, within ten (10) days  
18 from receipt of written notice, the parties have not reached an agreement concerning  
19 confidential status of the documents, the objecting party may apply to the Court for  
20 a ruling that the documents not be considered confidential and be deemed not  
21 subject to this Order. In doing so, the parties must comply with any applicable local  
22 rules for discovery disputes including, specifically, Local Rules 37-1 and 37-2.  
23 Until such time as the Court has ruled on the objecting party’s application, all  
24 parties shall continue to treat the document as confidential pursuant to the terms of  
25 this Order. In any event, no confidential document or information shall lose its  
26 confidential status through its use in connection with any dispute over its  
27 confidential status, and the parties shall take all steps reasonably necessary to  
28 protect the confidentiality of such document during its use.



1                   9.     **Violation of this Order.** If a party has cause to believe that a  
2 violation of this Order has occurred or is about to occur, that party may petition this  
3 or any other proper court for appropriate relief. To the extent any party feels the  
4 protections of this Order are not adequate for particular Confidential Documents or  
5 information, that party may petition the Court for an appropriate amendment to this  
6 Order.

7                   10.    **Production of Confidential Documents in Response to**  
8 **Subpoena or in Connection with Judicial Proceedings.** Nothing in this Order  
9 shall prohibit any party from using or disclosing Confidential Documents in  
10 response to a subpoena or court order seeking production of Confidential  
11 Documents or in connection with a criminal or administrative investigation by any  
12 government or governmental body, grand jury proceedings, or the trial or pretrial  
13 procedures and preparation of a criminal or administrative case.

14                  11.    **Return or Destruction of Confidential Documents.** At the  
15 conclusion of this action, all Confidential Documents and copies thereof in the  
16 possession, custody or control of the parties shall be either returned to the producing  
17 party or destroyed. All notes, memoranda, summaries or other documents in the  
18 possession, custody or control of the parties referring to, describing, or relating to  
19 Confidential Documents shall be destroyed, except that counsel to each party may  
20 retain one copy of pleadings, transcripts, exhibits, notes, memoranda, and  
21 correspondence even if such documents constitute or contain confidential  
22 information. Such material retained by counsel shall continue to be subject to the  
23 terms and conditions of this Protective Order, and shall be returned to the producing  
24 party or be destroyed upon the expiration of the applicable statute of limitations for  
25 claims related to that counsel’s representation of the receiving party.

26 //  
27 //  
28 //

1           12.   **Other Provisions.** This Protective Order shall be binding upon  
2 the parties hereto from the date of execution, notwithstanding the date of entry of  
3 this Order by the Court.

4           This Protective Order shall not be amended, modified, or terminated without  
5 Order of the Court.

6  
7 **IT IS SO ORDERED.**

8  
9 **Dated** this 6<sup>th</sup> day of March, 2015.



10  
11 \_\_\_\_\_  
12 Robert N. Block  
13 United States Magistrate Judge

14 **Submitted by:**

15 DATED: March 2, 2015

MORTGAGE RECOVERY LAW GROUP  
LLP

17 By: /s/ Lauren M. Gibbs

18 Paul A. Levin  
19 Lauren M. Gibbs  
20 Andrew P. Baeza

Attorneys for Plaintiff FEDERAL DEPOSIT  
INSURANCE CORPORATION as Receiver  
for INDYMAC BANK. F.S.B.

21  
22 DATED: March 1, 2015

KAUFMAN DOLOWICH VOLUCK LLP

23  
24 By: /s/ Sanjay Bansal

25 Sanjay Bansal, Esq.  
26 Vincent Green, Esq.

Attorneys for Defendant LOANLEADERS OF  
AMERICA, INC. f/k/a THE LOANLEADERS  
OF AMERICA, INC.

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**EXHIBIT A**

**AGREEMENT TO MAINTAIN CONFIDENTIALITY**

I have read the Agreed Protective Order issued on \_\_\_\_\_, 2015, in the action entitled *Federal Deposit Insurance Corporation as Receiver of IndyMac Bank, F.S.B. v. Loanleaders of America, Inc.* (the “Order”), a copy of which is annexed hereto, and agree to abide by its terms. Additionally, I further agree to consent to the jurisdiction of the United States District Court for the Central District of California for the purposes of enforcement of the Protective Order.

**Name:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
(Signature)

**Name:** \_\_\_\_\_ **Telephone:** \_\_\_\_\_  
(Printed) (Business)

**Company:** \_\_\_\_\_ **Telephone:** \_\_\_\_\_  
(Home)

**Telephone:** \_\_\_\_\_  
(Cell)

**Address 1:** \_\_\_\_\_

**Address 2:** \_\_\_\_\_

**City:** \_\_\_\_\_

**State/Zip Code:** \_\_\_\_\_