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13 BANC OF CALIFORNIA, INC. and  
14 BANC OF CALIFORNIA, N.A.

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

17 BANC OF CALIFORNIA, INC. AND  
18 BANC OF CALIFORNIA, N.A.,

19 Plaintiffs,

20 v.

21 FARMERS & MERCHANTS BANK  
OF LONG BEACH, a California  
corporation, and DOES 1 through 10,

22 Defendants.

**Case No. 8:16-CV-01601-CJC-AFM**

Hon. Cormac J. Carney

**STIPULATED PROTECTIVE  
ORDER**

Complaint Filed: August 30, 2016



1 confidential, to ensure that the parties are permitted reasonable necessary uses of such  
2 material in preparation for and in the conduct of trial, to address their handling at the  
3 end of the litigation, and serve the ends of justice, a protective order for such  
4 information is justified in this matter. It is the intent of the parties that information  
5 will not be designated as confidential for tactical reasons and that nothing be so  
6 designated without a good faith belief that it has been maintained in a confidential,  
7 non-public manner, and there is good cause why it should not be part of the public  
8 record of this case.

9  
10 **C. ACKNOWLEDGMENT OF PROCEDURE FOR FILING UNDER**  
11 **SEAL**

12 The parties further acknowledge, as set forth in Section 12.3 below, that this  
13 Order does not entitle them to file confidential information under seal; Local Civil  
14 Rule 79-5 sets forth the procedures that must be followed and the standards that will  
15 be applied when a party seeks permission from the court to file material under seal.

16 There is a strong presumption that the public has a right of access to judicial  
17 proceedings and records in civil cases. In connection with non-dispositive motions,  
18 good cause must be shown to support a filing under seal. *See Kamakana v. City and*  
19 *County of Honolulu*, 447 F.3d 1172, 1176 (9th Cir. 2006), *Phillips v. Gen. Motors*  
20 *Corp.*, 187 F.3d 1206, 1210-11 (9th Cir. 2002), *Makar-Welbon v. Sony Electronics, Inc.*,  
21 307 F.R.D. 576, 577 (E.D. Wis. 1999) (even stipulated protective order requires good  
22 cause showing), and a specific showing of good cause or compelling reasons with  
23 proper evidentiary support and legal justification, must be made with respect to  
24 Protected Material that a party seeks to file under seal. The parties' mere designation  
25 of Disclosure or Discovery Material as CONFIDENTIAL or HIGHLY  
26 CONFIDENTIAL - ATTORNEYS' EYES ONLY does not —without the submission  
27 of competent evidence by declaration, establishing that the material sought to be filed  
28 under seal qualifies as confidential, privileged, or otherwise protectable—constitute

1 good cause.

2 Any document that is not confidential, privileged, or otherwise protectable in its  
3 entirety will not be filed under seal if the confidential portions can be redacted. If  
4 documents can be redacted, then a redacted version for public viewing omitting only  
5 the confidential, privileged, or otherwise protectable portions of the document, shall  
6 be filed. Any application that seeks to file documents under seal in their entirety  
7 should include an explanation of why redaction is not feasible.

8  
9 **2. DEFINITIONS**

10 2.1 Action: This pending federal lawsuit.

11 2.2 Challenging Party: A Party or Non-Party that challenges the designation  
12 of information or items under this Order.

13 2.3 “CONFIDENTIAL” Information or Items: Information (regardless of  
14 how it is generated, stored, or maintained) or tangible things that qualify for protection  
15 under Federal Rule of Civil Procedure 26(c), and as specified above in the Good  
16 Cause Statement.

17 2.4 Counsel: Outside Counsel of Record and House Counsel (as well as their  
18 support staff and vendors provided that the vendors have signed the  
19 “Acknowledgment and Agreement to Be Bound” (Exhibit A)).

20 2.5 Designating Party: A Party or Non-Party that designates information or  
21 items that it produces in disclosures or in responses to discovery as  
22 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES  
23 ONLY.”

24 2.6 Disclosure or Discovery Material: All items or information, regardless of  
25 the medium or manner in which it is generated, stored, or maintained (including  
26 among other things, testimony, transcripts, and tangible things), that are produced or  
27 generated in disclosures or responses to discovery in this matter.

28 2.7 Expert: A person with specialized knowledge or experience in a matter

1 pertinent to the litigation who has been retained by a Party or its counsel to serve as an  
2 expert witness or as a consultant in this Action.

3 2.8 “HIGHLY CONFIDENTIAL” Information or Items: Information  
4 (regardless of how it is generated, stored or maintained) or tangible things, as defined  
5 in Paragraph 2.3, that also contain sensitive business or personal information and/or  
6 trade secret information.

7 2.9 House Counsel: Attorneys who are employees of a party to this Action.  
8 House Counsel does not include Outside Counsel of Record or any other outside  
9 counsel.

10 2.10 Non-Party: Any natural person, partnership, corporation, association, or  
11 other legal entity not named as a Party to this action.

12 2.11 Outside Counsel of Record: Attorneys who are not employees of a party  
13 to this Action but are retained to represent or advise a party to this Action and have  
14 appeared in this Action on behalf of that party or are affiliated with a law firm that has  
15 appeared on behalf of that party, and includes support staff.

16 2.12 Party: Any party to this Action, including all of its officers, directors,  
17 employees, consultants, retained experts, and Outside Counsel of Record (and their  
18 support staffs).

19 2.13 Producing Party: A Party or Non-Party that produces Disclosure or  
20 Discovery Material in this Action.

21 2.14 Professional Vendors: Persons or entities that provide litigation support  
22 services (e.g., photocopying, videotaping, translating, preparing exhibits or  
23 demonstrations, and organizing, storing, or retrieving data in any form or medium)  
24 and their employees and subcontractors.

25 2.15 Protected Material: Any Disclosure or Discovery Material that is  
26 designated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’  
27 EYES ONLY.”

28 2.16 Receiving Party: A party that receives Disclosure or Discovery Material

1 from a Producing Party.

2 **3. SCOPE**

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

16 Any use of Protected Material at trial shall be governed by the orders of the trial  
17 judge. This Order does not govern the use of Protected Material at trial.

18  
19 **4. DURATION**

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

28 Once a case proceeds to trial, information that was designated as

1 CONFIDENTIAL or HIGHLY CONFIDENTIAL – ATTORNEY’S EYES ONLY or  
2 maintained pursuant to this Order, is used or introduced as an exhibit at trial becomes  
3 public and will be presumptively available to all members of the public, including the  
4 press, unless compelling reasons supported by specific factual findings to proceed  
5 otherwise are made to the trial judge in advance of the trial. *See Kamakana*, 447 F.3d  
6 at 1180-81 (distinguishing “good cause” showing for sealing documents produced in  
7 discovery from “compelling reasons” standard when merits-based documents are part  
8 of court record).

9 **5. DESIGNATING PROTECTED MATERIAL**

10 5.1 Exercise of Restraint and Care in Designating Material for Protection.

11 Each Party or Non-Party that designates information or items for protection under this  
12 Order must take care to limit any such designation to specific material that qualifies  
13 under the appropriate standards. The Designating Party must designate for protection  
14 only those parts of material, documents, items or oral or written communications that  
15 qualify so that other portions of the material, documents, items or communications for  
16 which protection is not warranted are not swept unjustifiably within the ambit of this  
17 Order.

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

23 If it comes to a Designating Party’s attention that information or items that it  
24 designated for protection do not qualify for protection, that Designating Party must  
25 promptly notify all other Parties that it is withdrawing the inapplicable designation.

26 5.2 Manner and Timing of Designations. Except as otherwise provided in  
27 this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise  
28 stipulated or ordered, Disclosure of Discovery Material that qualifies for protection

1 under this Order must be clearly so designated before the material is disclosed or  
2 produced.

3 Designation in conformity with this Order requires:

4 (a) for information in documentary form (e.g., paper or electronic  
5 documents, but excluding transcripts of depositions or other pretrial or trial  
6 proceedings), that the Producing Party affix at a minimum the legend  
7 “CONFIDENTIAL” (hereinafter “CONFIDENTIAL legend”) or “HIGHLY  
8 CONFIDENTIAL – ATTORNEYS’ EYES ONLY” (hereinafter “HIGHLY  
9 CONFIDENTIAL – ATTORNEYS’ EYES ONLY legend”), to each page that  
10 contains protected material. If only a portion of the material on a page qualifies for  
11 protection, the Producing Party also must clearly identify the protected portion(s)  
12 (e.g., by making appropriate markings in the margins).

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

26 (b) for testimony given in depositions or in other pretrial or trial  
27 proceedings,

28 Designating Party will have 14 days after receipt of the deposition transcript to



1 inform the other Party or Parties to the action of the portions of the transcript to be  
2 designated “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’  
3 EYES ONLY.” Only those portions of the testimony that are appropriately designated  
4 for protection within the 14 days shall be covered by the provisions of this Stipulated  
5 Protective Order. Alternatively, a Designating Party may specify, at the deposition  
6 portions of the transcript that shall be treated as “CONFIDENTIAL” or “HIGHLY  
7 CONFIDENTIAL – ATTORNEYS’ EYES ONLY.”

8         The use of a document as an exhibit at a deposition shall not in any way affect  
9 its designation as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL –  
10 ATTORNEYS’ EYES ONLY.”

11         Each deposition transcript shall be treated to be designated “HIGHLY  
12 CONFIDENTIAL – ATTORNEYS’ EYES ONLY” in its entirety until the expiration  
13 of the 14-day period for the Designating Party to specifically designate the deposition  
14 transcript, unless otherwise agreed. After the expiration of that period, the transcript  
15 shall be treated only as actually designated.

16  
17         (c) for information produced in some form other than documentary and  
18 for any other tangible items, that the Producing Party affix in a prominent place on the  
19 exterior of the container or containers in which the information is stored the legend  
20 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES  
21 ONLY.” If only a portion or portions of the information warrants protection, the  
22 Producing Party, to the extent practicable, shall identify the protected portion(s).

23         5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent  
24 failure to designate qualified information or items does not, standing alone, waive the  
25 Designating Party’s right to secure protection under this Order for such material.  
26 Upon timely correction of a designation, the Receiving Party must make reasonable  
27 efforts to assure that the material is treated in accordance with the provisions of this  
28 Order.

1  
2 **6. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

3 6.1 Timing of Challenges. Any Party or Non-Party may challenge a  
4 designation of confidentiality at any time that is consistent with the Court's  
5 scheduling order. A Party does not waive its right to challenge a confidentiality  
6 designation by electing not to mount a challenge promptly after the original  
7 designation is disclosed.

8 6.2 Meet and Confer. The Challenging Party shall initiate the dispute  
9 resolution process under Local Rule 37-1 et seq.

10 6.3 Joint Stipulation. Any challenge submitted to the Court shall be via a  
11 joint stipulation pursuant to Local Rule 37-2.

12 6.4 The burden of persuasion in any such challenge proceeding shall be on  
13 the Designating Party. Frivolous challenges, and those made for an improper purpose  
14 (e.g., to harass or impose unnecessary expenses and burdens on other parties) may  
15 expose the Challenging Party to sanctions. Unless the Designating Party has waived  
16 or withdrawn the confidentiality designation, all parties shall continue to afford the  
17 material in question the level of protection to which it is entitled under the Producing  
18 Party's designation until the Court rules on the challenge.

19  
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 Action only for prosecuting, defending or attempting to settle this Action. Such  
24 Protected Material may be disclosed only to categories of persons and under the  
25 conditions described in this Order. When the Action has been terminated, a Receiving  
26 Party must comply with the provisions of section 13 below (FINAL DISPOSITION).

27 Protected Material must be stored and maintained by a Receiving Party at a  
28 location and in a secure manner that ensures that access is limited to the persons

1 authorized under this Order.

2 7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless  
3 otherwise ordered by the court or permitted in writing by the Designating Party, a  
4 Receiving Party may disclose any information or item designated “CONFIDENTIAL”  
5 only to:

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

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

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

14 (d) the court and its personnel;

15 (e) court reporters and their staff;

16 (f) professional jury or trial consultants, mock jurors, and Professional  
17 Vendors to whom disclosure is reasonably necessary for this Action and who have  
18 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

19 (g) the author or recipient of a document containing the information or a  
20 custodian or other person who otherwise possessed or knew the information;

21 (h) during the depositions, witnesses, and attorneys for witnesses, in the  
22 Action to whom disclosure is reasonably necessary provided that: (1) the deposing  
23 party requests that the witness sign the form attached as Exhibit A hereto; and (2) they  
24 will not be permitted to keep any confidential information unless they sign the  
25 “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise agreed  
26 by the Designating Party or ordered by the court. Pages of transcribed deposition  
27 testimony or exhibits to depositions that reveal Protected Material may be separately  
28 bound by the court reporter and may not be disclosed to anyone except as permitted

1 under this Order; and

2 (i) any mediator or settlement officer, and their supporting personnel  
3 mutually agreed upon by any of the parties engaged in settlement discussions.

4 7.3 Disclosure of “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES  
5 ONLY” Information or Items. Unless otherwise ordered by the court or permitted in  
6 writing by the Designating Party, a Receiving Party may disclose any information or  
7 item designated “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” only  
8 to:

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

12 (b) House Counsel of Plaintiffs, as agreed to by Defendant or as  
13 approved by the Court.

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

17 (d) the court and its personnel;

18 (e) court reporters and their staff;

19 (f) the author or recipient of a document containing the information or a  
20 custodian or other person who otherwise possessed or knew the information;

21 (g) professional jury or trial consultants, and to whom disclosure is  
22 reasonably necessary for this litigation and who have signed the “Acknowledgment  
23 and Agreement to Be Bound” (Exhibit A); and

24 (h) any mediator or settlement officer, and their supporting personnel  
25 mutually agreed upon by any of the parties engaged in settlement discussions.

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1 **8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED**  
2 **IN ANOTHER LITIGATION**

3 If a Party is served with a subpoena or a court order issued in other litigation  
4 that compels disclosure of any information or items designated in this Action as  
5 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEY’S EYES  
6 ONLY,” that Party must:

7 (a) promptly notify in writing the Designating Party. Such notification  
8 shall include a copy of the subpoena or court order;

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

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

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

24  
25 **9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE**  
26 **PRODUCED IN THIS LITIGATION**

27 (a) The terms of this Order are applicable to information produced by a  
28 Non-Party in this Action and designated as “CONFIDENTIAL” or “HIGHLY

1 CONFIDENTIAL – ATTORNEYS’ EYES ONLY.” Such information produced by  
2 Non-Parties in connection with this litigation is protected by the remedies and relief  
3 provided by this Order. Nothing in these provisions should be construed as  
4 prohibiting a Non-Party from seeking additional protections.

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

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

12 (2) promptly provide the Non-Party with a copy of this Order, the  
13 relevant discovery request(s), and a reasonably specific description of the information  
14 requested; and

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

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

25  
26 **10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

27 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed  
28 Protected Material to any person or in any circumstance not authorized under this

1 Order, the Receiving Party must immediately (a) notify in writing the Designating  
2 Party of the unauthorized disclosures, (b) use its best efforts to retrieve all  
3 unauthorized copies of the Protected Material, (c) inform the person or persons to  
4 whom unauthorized disclosures were made of all of the terms of this Order, and (d)  
5 request such person or persons to execute the “Acknowledgment and Agreement to Be  
6 Bound” that is attached hereto as Exhibit A.

7  
8 **11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE**  
9 **PROTECTED MATERIAL**

10 When a Producing Party gives notice to Receiving Parties that certain  
11 inadvertently produced material is subject to a claim of privilege or other protection,  
12 the obligations of the Receiving Parties are those set forth in Federal Rule of Civil  
13 Procedure 26(b)(5)(B). If information subject to a claim of attorney-client privilege or  
14 work product immunity is inadvertently or unintentionally produced, such production  
15 shall in no way prejudice or otherwise constitute a waiver of, or estoppel as to, any  
16 claim of privilege or work-product immunity for such information. If a party has  
17 inadvertently or unintentionally produced information subject to a claim of immunity  
18 or privilege, the information for which a claim of inadvertent or unintentional  
19 production is made shall be returned to the producing party within five (5) days of the  
20 producing party’s written request. Moreover, any notes or summaries referring or  
21 relating to any such inadvertently, or unintentionally, produced information shall be  
22 destroyed. In the event that any such information is contained in a produced  
23 document, all copies of that document, and any notes or summaries relating thereto  
24 that may have been made, shall be destroyed to the extent practicable. Nothing herein  
25 shall prevent the party returning such information from moving the Court for an Order  
26 compelling production of such information, but the unintentional or inadvertent  
27 production of that information shall not be a basis for such a motion.

1 **12. MISCELLANEOUS**

2 12.1 Right to Further Relief. Nothing in this Order abridges the right of any  
3 person to seek its modification by the Court in the future.

4 12.2 Right to Assert Other Objections. By stipulating to the entry of this  
5 Order, no Party waives any right it otherwise would have to object to disclosing or  
6 producing any information or item on any ground not addressed in this Order.  
7 Similarly, no Party waives any right to object on any ground to use in evidence of any  
8 of the material covered by this Order.

9 12.3 Filing Protected Material. A Party that seeks to file under seal any  
10 Protected Material must comply with Local Civil Rule 79-5. Protected Material may  
11 only be filed under seal pursuant to a court order authorizing the sealing of the  
12 specific Protected Material at issue. If a Party's request to file Protected Material  
13 under seal is denied by the court, then the Receiving Party may file the information in  
14 the public record unless otherwise instructed by the court.

15  
16 **13. FINAL DISPOSITION**

17 After the final disposition of this Action, as defined in paragraph 4, within 60  
18 days of a written request by the Designating Party, each Receiving Party must return  
19 all Protected Material to the Producing Party or destroy such material. As used in this  
20 subdivision, "all Protected Material" includes all copies, abstracts, compilations,  
21 summaries, and any other format reproducing or capturing any of the Protected  
22 Material. Whether the Protected Material is returned or destroyed, the Receiving  
23 Party must submit a written certification to the Producing Party (and, if not the same  
24 person or entity, to the Designating Party) by the 60 day deadline that (1) identifies  
25 (by category, where appropriate) all the Protected Material that was returned or  
26 destroyed and (2) affirms that the Receiving Party has not retained any copies,  
27 abstracts, compilations, summaries or any other format reproducing or capturing any  
28 of the Protected Material. Notwithstanding this provision, Counsel are entitled to



1 retain an archival copy of all pleadings, motion papers, trial, deposition, and hearing  
2 transcripts, legal memoranda, correspondence, deposition and trial exhibits, expert  
3 reports, attorney work product, and consultant and expert work product, even if such  
4 materials contain Protected Material. Any such archival copies that contain or  
5 constitute Protected Material remain subject to this Order as set forth in section 4  
6 (DURATION).

7  
8 **14. VIOLATION**

9 Any violation of this Order may be punished by appropriate measures  
10 including, without limitation, contempt proceedings and/or monetary sanctions.

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**IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.**

Dated: February 7, 2017

WINSTON & STRAWN LLP

By: /s/ Diana Hughes Leiden  
David L. Aronoff  
Gayle I Jenkins  
Saul S. Rostamian  
Laura M. Franco  
Diana Hughes Leiden

Attorneys for Plaintiffs  
BANC OF CALIFORNIA, INC. and  
BANC OF CALIFORNIA, N.A.

Dated: February 7, 2017

KNOBBE, MARTENS, OLSON & BEAR LLP

By: /s/ Lauren Keller Katzenellenbogen  
Michael K. Friedland  
Lauren Keller Katzenellenbogen  
David Cohen

Attorneys for Defendant  
FARMERS & MERCHANTS BANK OF  
LONG BEACH

FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

Dated: 2/7/2017



Alexander F. MacKinnon  
United States Magistrate Judge

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**ATTESTATION**

I, Diana Hughes Leiden, attest that the above listed signatories on whose behalf this document is being filed, have concurred in the context and have authorized the filing.

*/s/ Diana Hughes Leiden* \_\_\_\_\_  
Diana Hughes Leiden

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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 \_\_\_\_\_ [date] in the case \_\_\_\_\_  
[insert formal name of the case and the number and initials assigned to it the court]  
(the "Order"). I agree to comply with and to be bound by all the terms of this Order  
and I understand and acknowledge that failure to 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 Order to any  
person or entity except in strict compliance with the provisions of this Order. I further  
agree to submit to the jurisdiction of the United States District Court for the Central  
District of California for enforcing the terms of this 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 Order.

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

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

Printed Name: \_\_\_\_\_

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