

1 QUINN EMANUEL URQUHART & SULLIVAN, LLP
 Dale H. Oliver (State Bar No. 155467)
 2 daleoliver@quinnemanuel.com
 John S. Purcell (State Bar No. 158969)
 3 johnpurcell@quinnemanuel.com
 865 South Figueroa Street, 10th Floor
 4 Los Angeles, CA 90017-2543
 Telephone: (213) 443-3000
 5 Facsimile: (213) 443-3100

6 Attorneys for Defendant, Counterclaimant and
 Counterdefendant Steadfast Insurance Company
 7

8 FARELLA BRAUN + MARTEL LLP
 Deborah S. Ballati (State Bar No. 067424)
 9 dballati@fbm.com
 Amanda D. Hairston (State Bar No. 251096)
 10 Ahairston@fbm.com
 235 Montgomery Street, 17th Floor
 11 San Francisco, CA 94104
 Telephone: (415) 954-4400
 12 Facsimile: (415) 954-4480

13 Attorneys for Counterdefendant and Counterclaimant
 CH2M Hill Constructions, Inc.
 14

15 UNITED STATES DISTRICT COURT
 16 EASTERN DISTRICT OF CALIFORNIA, SACRAMENTO DIVISION
 17

18 LENNAR MARE ISLAND, LLC,
 19 Plaintiff,
 20 vs.
 21 STEADFAST INSURANCE COMPANY,
 22 Defendant.

CASE No. 2:12-cv-02182-KJM-KJN
 STIPULATION AND ORDER RE:
 TRANSITION AND TRANSFER OF WORK
 PRODUCT

23 STEADFAST INSURANCE COMPANY,
 24 Counterclaimant,
 25 vs.

Trial Date: August 29, 2016
Final Status Conference Date: August 1, 2016

26 LENNAR MARE ISLAND, LLC, and CH2M
 HILL CONSTRUCTORS, INC.,
 27 Counterdefendants.
 28

1 CH2M HILL CONSTRUCTORS, INC.,
2 Counterclaimant,
3 vs.
4 STEADFAST INSURANCE COMPANY,
5 Counterdefendant.
6

7 On April 7, 2015, this Court granted Counterclaimant CH2M HILL Constructors, Inc.
8 (“CCI”)’s motion to disqualify Hogan Lovells US LLP (“Hogan Lovells”) as counsel for
9 Defendant, Counterclaimant and Counterdefendant Steadfast Insurance Company (“Steadfast”).
10 On April 22, 2015, Quinn Emanuel Urquhart and Sullivan (“Quinn Emanuel”) substituted in as
11 counsel for Steadfast. Counsel for Steadfast and CCI have conferred on how best to transition the
12 case files and information from Hogan Lovells to Quinn Emanuel, and have agreed as follows:

13 (1) Quinn Emanuel may receive from Hogan Lovells all document productions by all
14 parties, including third parties. Said documents may be transferred with any coding performed by
15 either Sinnott, Puebla, Campagne & Curet (“Sinnott Puebla”) or Hogan Lovells, or by others at
16 their direction.

17 (2) Quinn Emanuel may receive from Hogan Lovells all filed and/or served final
18 pleadings, including served discovery, as well as all deposition transcripts and videos.

19 (3) Quinn Emanuel may also receive all work product created by Hogan Lovells and
20 any consultants or experts retained by Hogan Lovells and all communications by Hogan Lovells,
21 except for any work product or communications relating to CH2M HILL Companies, Ltd.’s
22 (“CH”) or CCI’s financial or accounting information and procedures , or any work product or
23 communications related to CCI and/or CH created before Hogan Lovells erected an ethical wall in
24 this matter (“Protected Information”).

25 (4) Counsel for Sinnott Puebla shall review all Hogan Lovells work product prior to
26 the transfer of files to Quinn Emanuel in order to verify that no Protected Information is shared
27 with Quinn Emanuel. Should Sinnott Puebla identify any such Protected Information, it will
28 ensure it is redacted from any work product before it is transferred to Quinn Emanuel.

1 (5) Other than is necessary for its review to comply with this agreement, Sinnott
2 Puebla will not retain any work product or communications from Hogan Lovells that relate to
3 Protected Information, and will not transfer those documents to Quinn Emanuel or otherwise
4 discuss them with Quinn Emanuel. To the extent that Hogan Lovells has already transmitted
5 documents relating to Protected Information to Steadfast, Sinnott Puebla, or any experts or
6 consultants, such documents will not be transmitted to Quinn Emanuel.

7 (6) Representatives of Quinn Emanuel may communicate regarding this matter with
8 representatives of Hogan Lovells for the next 30 days regarding the logistics of transferring the
9 documents referenced herein as well as claims asserted against Steadfast by Lennar Mare Island,
10 LLC, but Hogan Lovells and Quinn Emanuel may not discuss Protected Information, CCI's claims
11 against Steadfast, or the claims asserted against CCI by Steadfast including those set forth in
12 Steadfast's Proposed First Amended Counterclaim. After the expiration of this 30-day period,
13 there shall be no further communication between Hogan Lovells and either Quinn Emanuel,
14 Sinnott Puebla, Steadfast Insurance Company, any experts or consultants, actual or potential
15 witnesses, or anyone else specifically regarding this matter (other than brief communications
16 relating to purely ministerial/logistical aspects of the file transfer). Further, Quinn Emanuel will
17 have no communications whatsoever with any Hogan Lovells' personnel who currently work on
18 or have ever worked on matters for CCI or CH.

19 (7) After the transition is complete, Hogan Lovells, Sinnott Puebla and Quinn Emanuel
20 will submit written certification under penalty of perjury to the Court that they complied with the
21 terms of this stipulation throughout the transfer process.

22 //

23 //

24 //

25 //

26

27

28

1 (8) Absent an explicit order from the Court to the contrary, this agreement shall be
2 binding on the parties hereto as of the date it is signed by said parties, regardless of when, or if, it
3 is signed by the Court.

4 Date: June 15, 2015

SINNOTT, PUEBLA, CAMPAGNE & CURET,
APLC

7 By: /s/ W. David Campagne
W. David Campagne

8 Attorneys for Defendant, Counterclaimant and
9 Counterdefendant Steadfast Insurance Company

10
11 Date: June 15, 2015

QUINN EMANUEL URQUHART & SULLIVAN,
LLP

13 By: /s/ Dale H. Oliver
14 Dale H. Oliver

15 Attorneys for Defendant, Counterclaimant and
16 Counterdefendant Steadfast Insurance Company

17 Date: June 16, 2015

FARELLA, BRAUN + MARTEL LLP


19 By: /s/ Deborah S. Ballati
Deborah S. Ballati

20 Attorneys for Counterdefendant and Counterclaimant
21 CH2M Hill Constructors, Inc.

22 **ORDER**

23 IT IS SO ORDERED:

24
25 Dated: August 7, 2015

26 
27 UNITED STATES DISTRICT JUDGE
28