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10 NATIONSTAR MORTGAGE LLC and
SOLUTIONSTAR FIELD SERVICES LLC
11 (erroneously sued herein as SOLUTIONSTAR
LLC (n/k/a XOME HOLDINGS LLC))
12

13 UNITED STATES DISTRICT COURT
14 EASTERN DISTRICT OF CALIFORNIA

15 EUGENIO AND ROSA CONTRERAS,
WILLIAM PHILLIPS, TERESA BARNEY,
16 KEITH AND TERESA MARCEL, SHERLIE
CHARLOT, JENNIE MILLER, AND
17 EDWARD YAGER, ON BEHALF OF
THEMSELVES AND ALL OTHERS
18 SIMILARLY SITUATED,

19 Plaintiffs,

20 vs.

21 NATIONSTAR MORTGAGE LLC, A
DELAWARE LIMITED LIABILITY
22 COMPANY; SOLUTIONSTAR, LLC (n/k/a
XOME HOLDINGS LLC), A DELAWARE
23 LIMITED LIABILITY COMPANY; and
DOES 1 through 1000,
24

25 Defendants.
26
27
28

Case No. 2:16-cv-00302-MCE-EFB

**AMENDED STIPULATION AND
[PROPOSED] PROTECTIVE ORDER FOR
THE TREATMENT OF CONFIDENTIAL
INFORMATION**

Action Filed: February 12, 2016
Trial Date: TBD

1 IT IS HEREBY STIPULATED by the parties to this action, by and through their
2 respective attorneys in this action, subject to the Court's approval, that the Stipulation and
3 Protective Order for the Treatment of Confidential Information entered by the Court on May 14,
4 2018 (*see* Dkt. No. 44), is superseded by the following amended stipulated protective order.

5 1. A. PURPOSES AND LIMITATIONS

6 Disclosure and discovery activity in this action are likely to involve production of
7 confidential, proprietary, or private information for which special protection from public
8 disclosure and from use for any purpose other than prosecuting this litigation may be warranted.
9 Accordingly, the parties hereby stipulate to and petition the court to enter the following Stipulated
10 Protective Order. The parties acknowledge that this Order does not confer blanket protections on
11 all disclosures or responses to discovery and that the protection it affords from public disclosure
12 and use extends only to the limited information or items that are entitled to confidential treatment
13 under the applicable legal principles. The parties further acknowledge, as set forth in Section 12.3,
14 below, that this Stipulated Protective Order does not entitle them to file confidential information
15 under seal; Local Rule 141 sets forth the procedures that must be followed and the standards that
16 will be applied when a party seeks permission from the court to file material under seal. This
17 agreement is effective as of the date of the filing of this action.

18 B. GOOD CAUSE STATEMENT

19 Good cause exists for entry of this Stipulated Protective Order because this action is likely
20 to involve proprietary information such as business plans, compensation structures, contracts,
21 revenue, costs and profit reports, as well as personal financial information, including financial
22 account numbers, and third-party-borrower contact and mortgage information. Specifically,
23 Plaintiffs have requested that Defendants produce contracts between Defendants and third parties,
24 the terms and content of which may not be subject to public disclosure and which Defendants
25 would not share with competitors. Further, documents sought by Plaintiffs likely contain personal
26 and/or financial information regarding Defendants' revenue, costs, and profits, exchange of funds
27 with third parties, and pricing analyses, which is likely not public information. Likewise,
28 Defendants will likely request information from Plaintiffs containing personal banking

1 information and other financial information in which Plaintiffs have protected privacy interests.

2 Based on information requested, including that described herein, the Parties anticipate that
3 they will disclose sensitive personal, financial, and/or proprietary information. Private information
4 of third parties may also be disclosed. It is important that this information remain protected and
5 not be readily available due to the dangers of identity theft, the constitutional privacy rights of
6 third parties, and protection of business competition interests. The unrestricted or unprotected
7 disclosure of such private, financial and/or business information would result in prejudice or harm
8 to the producing party and third parties by revealing their information which could result in
9 identity theft, loss of business and/or violation of federal and state privacy laws.

10 Accordingly, to expedite the flow of information, to facilitate the prompt resolution of
11 disputes over confidentiality of discovery materials, to adequately protect information the Parties
12 are entitled to keep confidential, to ensure that the Parties are permitted reasonable necessary uses
13 of such material in preparation for and in the conduct of trial, to address their handling at the end
14 of the litigation, and serve the ends of justice, a protective order for such information is justified in
15 this matter. It is the intent of the Parties that information will not be designated as confidential for
16 tactical reasons and that nothing be so designated without a good faith belief that it has been
17 maintained in a confidential, non-public manner, and there are sufficient bases why it should not
18 be part of the public record of this case.

19 2. DEFINITIONS

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

22 2.2 “CONFIDENTIAL”: information (regardless of how generated, stored or
23 maintained) or tangible things that qualify for such protection under Federal Rules of Civil
24 Procedure 26(c).

25 2.3 Counsel (without qualifier): Outside Counsel of Record and House Counsel (as
26 well as their support staff).

1 2.4 Designating Party: a Party or Non-Party that designates information or items that it
2 produces in disclosures or in responses to discovery as “CONFIDENTIAL” or as “HIGHLY
3 CONFIDENTIAL – ATTORNEYS’ EYES ONLY.”

4 2.5 Disclosure or Discovery Material: all items or information, regardless of the
5 medium or manner in which it is generated, stored, or maintained (including, among other things,
6 testimony, transcripts, and tangible things), that are produced or generated in disclosures or
7 responses to discovery in this matter.

8 2.6 Expert: a person with specialized knowledge or experience in a matter pertinent to
9 the litigation who has been retained by a Party or its counsel to serve as an expert witness or as a
10 consultant in this action.

11 2.7 HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY: extremely sensitive
12 confidential information or items, disclosure of which to another Party or Non-Party would create
13 a substantial risk of serious harm that could not be avoided by less restrictive means.

14 2.8 House Counsel: attorneys who are employees of a party to this action. House
15 Counsel does not include Outside Counsel of Record or any other outside counsel.

16 2.9 Non-Party: any natural person, partnership, corporation, association, or other legal
17 entity not named as a Party to this action.

18 2.10 Outside Counsel of Record: attorneys who are not employees of a party to this
19 action but are retained to represent or advise a party to this action and have appeared in this action
20 on behalf of that party or are affiliated with a law firm which has appeared on behalf of that party.

21 2.11 Party: any party to this action, including all of its officers, directors, employees,
22 consultants, retained experts, and Outside Counsel of Record (and their support staffs).

23 2.12 Producing Party: a Party or Non-Party that produces Disclosure or Discovery
24 Material in this action.

25 2.13 Professional Vendors: persons or entities that provide litigation support services
26 (e.g., photocopying, videotaping, translating, preparing exhibits or demonstrations, and
27 organizing, storing, or retrieving data in any form or medium) and their employees and
28 subcontractors.

1 2.14 Protected Material: any Disclosure or Discovery Material that is designated as
2 “CONFIDENTIAL” or as “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY.”

3 2.15 Receiving Party: a Party that receives Disclosure or Discovery Material from a
4 Producing Party.

5 3. SCOPE

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

19 4. DURATION

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

27 5. DESIGNATING PROTECTED MATERIAL

28 5.1 Exercise of Restraint and Care in Designating Material for Protection. Each Party

1 or Non-Party that designates information or items for protection under this Order must take care to
2 limit any such designation to specific material that qualifies under the appropriate standards. The
3 Designating Party must designate for protection only those parts of material, documents, items, or
4 oral or written communications that qualify so that other portions of the material, documents,
5 items, or communications for which protection is not warranted are not swept unjustifiably within
6 the ambit of this Stipulated Protective Order.

7 Mass, indiscriminate, or routinized designations are prohibited. Designations that are
8 shown to be clearly unjustified or that have been made for an improper purpose (e.g., to
9 unnecessarily encumber or retard the case development process or to impose unnecessary
10 expenses and burdens on other parties) expose the Designating Party to sanctions. If it comes to a
11 Designating Party's attention that information or items that it designated for protection do not
12 qualify for protection, that Designating Party must promptly notify all other Parties that it is
13 withdrawing the mistaken designation.

14 5.2 Manner and Timing of Designations. Except as otherwise provided in this Order
15 (see, e.g., second paragraph of section 5.2(a) below), or as otherwise stipulated or ordered,
16 Disclosure or Discovery Material that qualifies for protection under this Order must be clearly so
17 designated before the material is disclosed or produced.

18 Designation in conformity with this Order requires:

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

25 A Party or Non-Party that makes original documents or materials available for inspection
26 need not designate them for protection until after the inspecting Party has indicated which material
27 it would like copied and produced. During the inspection and before the designation, all of the
28 material made available for inspection shall be deemed "CONFIDENTIAL." After the inspecting

1 Party has identified the documents it wants copied and produced, the Producing Party must
2 determine which documents, or portions thereof, qualify for protection under this Order. Then,
3 before producing the specified documents, the Producing Party must affix the “CONFIDENTIAL”
4 or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” legend to each page that
5 contains 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) (e.g., by making
7 appropriate markings in the margins).

8 (b) for testimony given in pretrial or trial proceedings, that the Designating Party
9 identify on the record, before the close of the hearing or other proceeding, all protected testimony.

10 (c) Deposition testimony may be designated as “CONFIDENTIAL” or as “HIGHLY
11 CONFIDENTIAL – ATTORNEYS’ EYES ONLY,” in whole or in part, either on the record
12 during the deposition or within thirty (30) days after receipt of the written transcript by the
13 designating Party. Until that time, and unless otherwise indicated in writing or on the record, all
14 deposition testimony shall be treated as “CONFIDENTIAL” to permit counsel for the Party
15 deposed an opportunity to designate the deposition testimony as Confidential Information. If
16 designation is made during the 30-day period after receipt of the transcript, all parties in
17 possession of the transcript at the time of receiving the designation or thereafter shall place the
18 label “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” on
19 the front cover of the transcript, on each or all of the exhibits and/or pages so designated, and on
20 each copy thereof, upon notice that the confidential designation has been made. In the event that a
21 Party needs to file a deposition transcript with the Court prior to the expiration of the thirty (30)
22 day period set forth above, that entire transcript shall be treated as if it had been designated as
23 Confidential Information.

24 (d) for information produced in some form other than documentary and for any other
25 tangible items, that the Producing Party affix in a prominent place on the exterior of the container
26 or containers in which the information or item is stored the legend “CONFIDENTIAL” or
27 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY.” If only a portion or portions of
28 the information or item warrant protection, the Producing Party, to the extent practicable, shall

1 identify the protected portion(s).

2 5.3 Inadvertent Failures to Designate. An inadvertent failure to designate qualified
3 information or items does not, standing alone, waive the Designating Party's right to secure
4 protection under this Stipulated Protective Order for such material. Upon timely correction of a
5 designation, the Receiving Party must make reasonable efforts to assure that the material is treated
6 in accordance with the provisions of this Order.

7 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

8 6.1 Timing of Challenges. Any Party or Non-Party may challenge a designation of
9 confidentiality at any time. Unless a prompt challenge to a Designating Party's confidentiality
10 designation is necessary to avoid foreseeable, substantial unfairness, unnecessary economic
11 burdens, or a significant disruption or delay of the litigation, a Party does not waive its right to
12 challenge a confidentiality designation by electing not to mount a challenge promptly after the
13 original designation is disclosed.

14 6.2 Meet and Confer. The Challenging Party shall initiate the dispute resolution process
15 by providing written notice of each designation it is challenging and describing the basis for each
16 challenge. To avoid ambiguity as to whether a challenge has been made, the written notice must
17 recite that the challenge to confidentiality is being made in accordance with this specific paragraph
18 of the Protective Order. The parties shall attempt to resolve each challenge in good faith and must
19 begin the process by conferring directly (in voice to voice dialogue; other forms of communication
20 are not sufficient) within 14 days of the date of service of notice. In conferring, the Challenging
21 Party must explain the basis for its belief that the confidentiality designation was not proper and
22 must give the Designating Party an opportunity to review the designated material, to reconsider
23 the circumstances, and, if no change in designation is offered, to explain the basis for the chosen
24 designation. A Challenging Party may proceed to the next stage of the challenge process (see 6.3,
25 below) only if it has engaged in this meet and confer process first or establishes that the
26 Designating Party is unwilling to participate in the meet and confer process in a timely manner.

27 6.3 Judicial Intervention. If the Parties cannot resolve a challenge without court
28 intervention, the Designating Party shall file and serve a motion to retain confidentiality within 21

1 days of the initial notice of challenge or within 14 days of the parties agreeing that the meet and
2 confer process will not resolve their dispute, whichever is earlier. Each such motion must be
3 accompanied by a competent declaration affirming that the movant has complied with the meet
4 and confer requirements imposed in the preceding paragraph. Failure by the Designating Party to
5 make such a motion including the required declaration within 21 days (or 14 days, if applicable)
6 shall automatically waive the confidentiality designation for each challenged designation. In
7 addition, the Challenging Party may file a motion challenging a confidentiality designation at any
8 time if there is good cause for doing so, including a challenge to the designation of a deposition
9 transcript or any portions thereof. Any motion brought pursuant to this provision must be
10 accompanied by a competent declaration affirming that the movant has complied with the meet
11 and confer requirements imposed by the preceding paragraph.

12 The burden of persuasion in any such challenge proceeding shall be on the Designating
13 Party. Frivolous challenges, and those made for an improper purpose (e.g., to harass or impose
14 unnecessary expenses and burdens on other parties) may expose the Challenging Party to
15 sanctions. Likewise, frivolous designations of material as Confidential, and those made for an
16 improper purpose (e.g., to harass or impose unnecessary expenses and burdens on other parties)
17 may expose the Designating Party to sanctions. Unless the Designating Party has waived the
18 confidentiality designation by failing to file a motion to retain confidentiality as described above,
19 all parties shall continue to afford the material in question the level of protection to which it is
20 entitled under the Producing Party's designation until the court rules on the challenge.

21 Section 6 does not apply to or serve as a condition precedent to the filing of Protected
22 Materials with the Court and any challenges to whether such materials should or should not be
23 filed under seal. In such instances, Section 12.3 and Local Rule 141 apply.

24 7. ACCESS TO AND USE OF PROTECTED MATERIAL

25 7.1 Basic Principles. A Receiving Party may use Protected Material that is disclosed or
26 produced by another Party or by a Non-Party in connection with this case only for prosecuting,
27 defending, or attempting to settle this litigation. Such Protected Material may be disclosed only to
28 the categories of persons and under the conditions described in this Order. When the litigation has

1 been terminated, a Receiving Party must comply with the provisions of section 13 below (FINAL
2 DISPOSITION).

3 Protected Material must be stored and maintained by a Receiving Party at a location and in
4 a secure manner that ensures that access is limited to the persons authorized under this Stipulated
5 Protective Order.

6 7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless otherwise ordered
7 by the Court or permitted in writing by the Designating Party, a Receiving Party may disclose any
8 information or item designated “CONFIDENTIAL” only to:

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

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

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

17 (d) Support staff of Experts of the Receiving Party to whom disclosure is reasonably
18 necessary for the litigation and who have signed the “Acknowledgment and Agreement to Be
19 Bound” that is attached hereto as Exhibit A.

20 (e) the court, its personnel, and court reporters;

21 (f) professional jury or trial consultants, mock jurors, and Professional Vendors to
22 whom disclosure is reasonably necessary for this litigation and who have signed the
23 “Acknowledgment and Agreement to Be Bound” that is attached hereto as Exhibit A;

24 (g) during their depositions, witnesses in the action to whom disclosure is reasonably
25 necessary and who have signed the “Acknowledgment and Agreement to Be Bound” that is
26 attached hereto as Exhibit A, unless otherwise agreed by the Designating Party or ordered by the
27 court. Pages of transcribed deposition testimony or exhibits to depositions that reveal Protected
28 Material must be separately bound by the court reporter and may not be disclosed to anyone

1 except as permitted under this Stipulated Protective Order. However, no Acknowledgment and
2 Agreement to Be Bound is required when the disclosure is from the Receiving Party to any of the
3 following of the Designating Party: current directors, trustees, officers, employees, or
4 representatives; or entities under common control with the Designating Party.

5 (h) the author or recipient of a document containing the information or a custodian or
6 other person who otherwise possessed or knew the information.

7 7.3 Disclosure of “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”

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

11 (a) the Receiving Party’s Outside Counsel of Record in this action, as well as employees of
12 the Outside Counsel of Record to whom it is reasonably necessary to disclose the
13 information for this litigation and who have signed the “Acknowledgment and Agreement
14 to Be Bound” that is attached hereto as Exhibit A;

15 (b) Experts (as defined in this Order) of the Receiving Party (1) to whom disclosure is
16 reasonably necessary for this litigation, and (2) who have signed the “Acknowledgment
17 and Agreement to Be Bound” (Exhibit A).

18 (c) Support staff of Experts of the Receiving Party to whom disclosure is reasonably
19 necessary for the litigation and who have signed the “Acknowledgment and Agreement to
20 Be Bound” that is attached hereto as Exhibit A.

21 (d) the court and its personnel

22 (e) court reporters and their staff, professional jury or trial consultants, and Professional
23 Vendors to whom disclosure is reasonably necessary for this litigation and who have
24 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A); and

25 (f) the author or recipient of a document containing the information or a custodian or other
26 person who otherwise possessed or knew the information.

27 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN OTHER
28 LITIGATION

1 If a Party is served with a subpoena or a court order issued in other litigation that compels
2 disclosure of any information or items designated in this action as “CONFIDENTIAL” or as
3 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” that Party must:

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

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

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

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

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

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

28 (b) In the event that a Party is required, by a valid discovery request, to produce a Non-

1 Party's confidential information in its possession, and the Party is subject to an agreement with the
2 Non-Party not to produce the Non-Party's confidential information, then the Party shall:

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

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

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

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

17 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

18 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed Protected
19 Material to any person or in any circumstance not authorized under this Stipulated Protective
20 Order, the Receiving Party must immediately (a) notify in writing the Designating Party of the
21 unauthorized disclosures, (b) use its best efforts to retrieve all unauthorized copies of the Protected
22 Material, (c) inform the person or persons to whom unauthorized disclosures were made of all the
23 terms of this Order, and (d) request such person or persons to execute the "Acknowledgment and
24 Agreement to Be Bound" that is attached hereto as Exhibit A.

25 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE PROTECTED
26 MATERIAL

27 When a Producing Party gives notice to Receiving Parties that certain inadvertently
28 produced material is subject to a claim of privilege or other protection, the obligations of the

Receiving Parties are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B) and Federal Rule of Evidence 502. This provision is not intended to modify the Parties' Stipulated Order Regarding Electronically-Stored Information.

12. MISCELLANEOUS

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

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

12.3 Filing Protected Material. Without written permission from the Designating Party or a court order secured after appropriate notice to all interested persons, a Party may not file in the public record in this action any Protected Material. A Party that seeks to file any Protected Material must comply with Local Rule 141 (as it may be amended) and with any other applicable Federal or Local Rule.

13. FINAL DISPOSITION

Within 60 days after the final disposition of this action, as defined in paragraph 4, each Receiving Party must return all Protected Material to the Producing Party or destroy such material. As used in this subdivision, "all Protected Material" includes all copies, abstracts, compilations, summaries, and any other format reproducing or capturing any of the Protected Material. Whether the Protected Material is returned or destroyed, the Receiving Party must submit a written certification to the Producing Party (and, if not the same person or entity, to the Designating Party) by the 60 day deadline that (1) identifies (by category, where appropriate) all the Protected Material that was returned or destroyed and (2) affirms that the Receiving Party has not retained any copies, abstracts, compilations, summaries or any other format reproducing or capturing any of the Protected Material. Notwithstanding this provision, Counsel are entitled to retain an archival copy of all pleadings, motion papers, trial, deposition, and hearing transcripts, legal memoranda,

1 correspondence, deposition and trial exhibits, expert reports, attorney work product, and
2 consultant and expert work product, even if such materials contain Protected Material. Any such
3 archival copies that contain or constitute Protected Material remain subject to this Protective Order
4 as set forth in Section 4 (DURATION).

5 IT IS SO STIPULATED.

6 DATED: July 24, 2019

SEVERSON & WERSON
A Professional Corporation

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8
9 By: /s/

Mary Kate Sullivan

10
11 Attorneys for Defendants NATIONSTAR
12 MORTGAGE, LLC and SOLUTIONSTAR FIELD
13 SERVICES LLC (erroneously sued herein as
14 SOLUTIONSTAR LLC (N/K/A XOME HOLDINGS
LLC))

15 DATED: July 24, 2019

KELLER ROHRBACK L.L.P.

16
17 By: /s/

18 Laura R. Gerber

19 Attorneys for Plaintiffs

20
21 PURSUANT TO STIPULATION, IT IS SO ORDERED.

22
23 DATED: August 1, 2019

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25 EDMUND F. BRENNAN
26 UNITED STATES MAGISTRATE JUDGE
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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 Eastern District of California on _____ [date] in the case of *EUGENIO CONTRERAS, et al. v. NATIONSTAR MORTGAGE LLC, et al.*, Case No. 2:16-CV-00302-MCE-EFB. I agree to comply with and to be bound by all the terms of this Stipulated Protective Order and I understand and acknowledge that failure to so 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 Stipulated Protective 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 Eastern District of California for the purpose of enforcing the terms of this Stipulated Protective 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 Stipulated Protective Order.

Date: _____

City and State where sworn and signed: _____

Printed name: _____

Signature: _____