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10 Lead Counsel for Plaintiffs

11 UNITED STATES DISTRICT COURT  
 12 NORTHERN DISTRICT OF CALIFORNIA

13 In re THE PMI GROUP, INC. SECURITIES )	Master File No. 3:08-cv-01405-SI
LITIGATION )	
14 _____ )	<u>CLASS ACTION</u>
15 This Document Relates To: )	STIPULATED PROTECTIVE ORDER
16 ALL ACTIONS. )	
17 _____ )	

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1           **1.       PURPOSES AND LIMITATIONS**

2           Disclosure and discovery activity in this action may involve production of confidential,  
3 proprietary, or private information for which special protection from public disclosure and from use  
4 for any purpose other than prosecuting this litigation would be warranted. Accordingly, the parties  
5 hereby stipulate to and petition the Court to enter the following Stipulated Protective Order  
6 (“Order”). The parties acknowledge that this Order does not confer blanket protections on all  
7 disclosures or responses to discovery and that the protection it affords extends only to the limited  
8 information or items that are entitled under the applicable legal principles to treatment as  
9 confidential.

10           **2.       DEFINITIONS**

11           2.1    Party: Any party to this action, including all of its officers, directors, employees,  
12 consultants, retained experts, and outside counsel (and their support staff).

13           2.2    Disclosure or Discovery Material: All items or information, regardless of the medium  
14 or manner generated, stored, or maintained (including, among other things, testimony, transcripts, or  
15 tangible things) that are produced or generated in disclosures or responses to discovery in this  
16 matter.

17           2.3    “Confidential” Information or Items: Information (regardless of how generated,  
18 stored or maintained) or tangible things that qualify for protection under standards developed under  
19 Fed. R. Civ. P. 26(c).

20           2.4    Receiving Party: A Party that receives Disclosure or Discovery Material from a  
21 Producing Party.

22           2.5    Producing Party: A Party or non-party that produces Disclosure or Discovery  
23 Material in this action.

24           2.6    Designating Party: A Party or non-party that designates information or items that it  
25 produces in disclosures or in responses to discovery as “Confidential.”

26           2.7    Protected Material: Any Disclosure or Discovery Material that is designated as  
27 “Confidential.”

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1           2.8     Outside Counsel: Attorneys who are not employees of a Party but who are retained to  
2 represent or advise a Party in this action.

3           2.9     House Counsel: Attorneys who are employees of a Party.

4           2.10    Counsel (without qualifier): Outside Counsel and House Counsel (as well as their  
5 support staffs).

6           2.11    Expert: A person with specialized knowledge or experience in a matter pertinent to  
7 the litigation who has been retained by a Party or its Counsel to serve as an expert witness or as a  
8 consultant in this action. This definition includes a professional jury or trial consultant retained in  
9 connection with this litigation and any participants in a focus group, mock trial or research  
10 connected with case preparation.

11          2.12    Professional Vendors: Persons or entities that provide litigation support services  
12 (e.g., contract attorneys; investigators; mediators; photocopying; videotaping; translating; preparing  
13 exhibits or demonstrations; organizing, storing, retrieving data in any form or medium; etc.) and  
14 their employees and subcontractors.

15           **3.     SCOPE**

16           The protections conferred by this Stipulated Protective Order cover not only Protected  
17 Material (as defined above), but also any information copied or extracted therefrom, as well as all  
18 copies, excerpts, summaries, or compilations thereof, plus testimony, conversations, or presentations  
19 by parties or counsel in court or in other settings that might reveal Protected Material.

20           **4.     DURATION**

21           Even after the termination of this litigation, the confidentiality obligations imposed by this  
22 Protective Order shall remain in effect until a Designating Party agrees otherwise in writing or a  
23 Court order otherwise directs.

24           **5.     DESIGNATING PROTECTED MATERIAL**

25           5.1     Exercise of Restraint and Care in Designating Material for Protection: Each Party or  
26 non-party that designates information or items for protection under this Order must take care to limit  
27 any such designation to specific material that qualifies under the appropriate standards. A  
28 Designating Party must take care to designate for protection only those parts of material, documents,

1 items, or oral or written communications that qualify – so that other portions of the material,  
2 documents, items, or communications for which protection is not warranted are not swept  
3 unjustifiably within the ambit of this Order.

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

8 If it comes to a Party’s or a non-party’s attention that information or items that it designated  
9 for protection do not qualify for protection, that Party or non-party must promptly notify all other  
10 parties that it is withdrawing the mistaken designation.

11 5.2 Manner and Timing of Designations: Except as otherwise provided in this Order, or  
12 as otherwise stipulated or ordered, material that qualifies for protection under this Order must be  
13 clearly so designated before the material is disclosed or produced.

14 Designation in conformity with this Order requires:

15 (a) for information in documentary form (apart from transcripts of depositions or  
16 other pretrial or trial proceedings), that the Producing Party affix the legend “CONFIDENTIAL” at  
17 the top of each page that contains protected material. If only a portion or portions of the material on  
18 a page qualifies for protection, the Producing Party also must clearly identify the protected portion(s)  
19 (*e.g.*, by making appropriate markings in the margins).

20 A Party or non-party that makes original documents or materials available for inspection  
21 need not designate them for protection until after the inspecting Party has indicated which material it  
22 would like copied and produced. During the inspection and before the designation, all of the  
23 material made available for inspection shall be deemed “CONFIDENTIAL.” After the inspecting  
24 Party has identified the documents it wants copied and produced, the Producing Party must  
25 determine which documents, or portions thereof, qualify for protection under this Order, then, before  
26 producing the specified documents, the Producing Party must affix “CONFIDENTIAL” at the top of  
27 each page that contains Protected Material. If only a portion or portions of the material on a page  
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1 qualifies for protection, the Producing Party also must clearly identify the protected portion(s) (e.g.,  
2 by making appropriate markings in the margins).

3 (b) for testimony given in deposition or in other pretrial or trial proceedings, that the  
4 Party or non-party offering or sponsoring the testimony identify on the record, before the close of the  
5 deposition, hearing, or other proceeding, all protected testimony. When it is impractical to identify  
6 separately each portion of testimony that is entitled to protection, and when it appears that  
7 substantial portions of the testimony may qualify for protection, the Party or non-party that sponsors,  
8 offers, or gives the testimony may invoke on the record (before the deposition or proceeding is  
9 concluded) a right to have up to 20 days to identify the specific portions of the testimony as to which  
10 protection is sought. Only those portions of the testimony that are appropriately designated for  
11 protection within the 20 days shall be covered by the provisions of this Stipulated Protective Order.

12 (c) for information produced in some form other than documentary, and for any other  
13 tangible items, that the Producing Party affix in a prominent place on the exterior of the container or  
14 containers in which the information or item is stored the legend “CONFIDENTIAL.” If only  
15 portions of the information or item warrant protection, the Producing Party, to the extent practicable,  
16 shall identify the protected portions.

17 5.3 Inadvertent Failures to Designate: If timely corrected, an inadvertent failure to  
18 designate qualified information or items as “Confidential” does not, standing alone, waive the  
19 Designating Party’s right to secure protection under this Order for such material. If material is  
20 appropriately designated as “Confidential” after the material was initially produced, the Receiving  
21 Party, on timely notification of the designation, must make reasonable efforts to assure that the  
22 material is treated in accordance with the provisions of this Order. This section does not apply,  
23 however, to testimony given in deposition or in other pretrial or trial proceedings, that the Party or  
24 non-party offering or sponsoring the testimony fails to designate for protection within 20 days, as  
25 specified in Section 5.2(b).

## 26 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

27 6.1 Timing of Challenges: Unless a prompt challenge to a Designating Party’s  
28 confidentiality designation is necessary to avoid foreseeable substantial unfairness, unnecessary

1 economic burdens, or a later significant disruption or delay of the litigation, a Party does not waive  
2 its right to challenge a confidentiality designation by electing not to mount a challenge promptly  
3 after the original designation is disclosed.

4           6.2     Meet and Confer: A Party that elects to initiate a challenge to a Designating Party's  
5 confidentiality designation must do so in good faith and must include conferring directly with  
6 Counsel for the Designating Party. In conferring, the challenging Party must identify the documents  
7 for which it believes the confidentiality designation was not proper. In the case of mass, routinized  
8 or indiscriminate designations, the challenging Party need only identify examples of the designations  
9 that are believed to be clearly unjustified, or that have been made for an improper purpose. The  
10 Designating Party shall within seven (7) calendar days review the designated material, reconsider the  
11 circumstances, and, if no change in designation is offered, explain the basis for the chosen  
12 designation. A Designating Party may proceed to the next stage of the challenge process only if it  
13 has engaged in this meet and confer process first.

14           6.3     Judicial Intervention: If the Designating Party refuses to change a confidentiality  
15 designation for documents identified by the challenging Party, the Designating Party must file and  
16 serve a motion within 15 days of the conclusion of the meet and confer process that identifies the  
17 challenged material and sets forth, on a document by document basis, good cause for protection  
18 pursuant to Federal Rule of Civil Procedure 26. Each such motion must be accompanied by a  
19 competent declaration that affirms that the movant has complied with the meet and confer  
20 requirements imposed in the preceding paragraph.

21           The burden of persuasion in any such challenge proceeding shall be on the Designating Party.  
22 Notwithstanding any challenge to the designation of material as Protected Material, all such  
23 documents shall be treated as such and shall be subject to the provisions hereof unless and until one  
24 of the following occurs: (a) the Party or non-party who claims that the material is Protected Material  
25 withdraws such designation in writing; or (b) the Court rules the material is not Protected Material.

26           **7.     ACCESS TO AND USE OF PROTECTED MATERIAL**

27           7.1     Basic Principles: A Receiving Party may use Protected Material that is disclosed or  
28 produced by another Party or by a non-party in connection with this case only for prosecuting,

1 defending, or attempting to settle this litigation. Such Protected Material may be disclosed only to  
2 the categories of persons and under the conditions described in this Protective Order. When the  
3 litigation has been terminated, a Receiving Party must comply with the provisions of Section 11,  
4 below (FINAL DISPOSITION).

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

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

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

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

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

18 (d) The Court and its personnel;

19 (e) Court reporters or videographers and their staff, mediators and their staff, and  
20 Professional Vendors to whom disclosure is reasonably necessary for this litigation;

21 (f) Witnesses in the action (other than those described in paragraph 7.2(g) or (h))  
22 to whom disclosure is reasonably necessary and who have signed the “Agreement to Be Bound By  
23 Protective Order” that is attached hereto as Exhibit A. “CONFIDENTIAL” Information or Items  
24 may be disclosed to a witness who refuses to sign the “Agreement to Be Bound By Protective Order”  
25 that is attached hereto as Exhibit A if the witness has been told that the “CONFIDENTIAL”  
26 Information may be protected by federal and applicable state law, and that misuse, misappropriation  
27 or wrongful disclosure of “CONFIDENTIAL” Information might subject the witness to civil and/or  
28 criminal liability. Witnesses shown “CONFIDENTIAL” Information, who will not sign the

1 “Agreement to Be Bound By Protective Order” that is attached hereto as Exhibit A shall not be  
2 allowed to retain copies of the information;

3 (g) The author of the document or the original source of the information;

4 (h) Any recipient of the information; and

5 (i) Any other person only upon order of the Court or upon prior written consent  
6 of the Producing Party.

7 There is no requirement that a Party who discloses information or items designated as  
8 “CONFIDENTIAL” disclose the identities of the recipients of such information or produce any  
9 executed “Agreement to Be Bound by Protective Order.”

10 **8. PROTECTED MATERIAL SUBPOENAED OR ORDERED**  
11 **PRODUCED IN OTHER LITIGATION**

12 If a Receiving Party is served with a subpoena or an order issued in other litigation that  
13 would compel disclosure of any information or items designated in this action as  
14 “CONFIDENTIAL,” the Receiving Party must so notify the Designating Party, in writing (by fax, if  
15 possible) immediately and in no event more than five court days after receiving the subpoena or  
16 order. Such notification must include a copy of the subpoena or court order.

17 The Receiving Party also must immediately inform in writing the Party who caused the  
18 subpoena or order to issue in the other litigation that some or all the material covered by the  
19 subpoena or order is the subject of this Protective Order. In addition, the Receiving Party must  
20 deliver a copy of this Stipulated Protective Order promptly to the Party in the other action that  
21 caused the subpoena or order to issue.

22 The purpose of imposing these duties is to alert the interested parties to the existence of this  
23 Protective Order and to afford the Designating Party in this case an opportunity to try to protect its  
24 confidentiality interests in the court from which the subpoena or order issued. The Designating  
25 Party shall bear the burdens and the expenses of seeking protection in that court of its confidential  
26 material – and nothing in these provisions should be construed as authorizing or encouraging a  
27 Receiving Party in this action to disobey a lawful directive from another court.  
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1           **9.       UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

2           If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed Protected  
3 Material to any person or in any circumstance not authorized under this Stipulated Protective Order,  
4 the Receiving Party must immediately (a) notify in writing the Designating Party of the unauthorized  
5 disclosures, (b) use its best efforts to retrieve all copies of the Protected Material, (c) inform the  
6 person or persons to whom unauthorized disclosures were made of all the terms of this Protective  
7 Order, and (d) request such person or persons to agree to be bound by this Protective Order.

8           **10.       FILING PROTECTED MATERIAL**

9           If a party files a document containing Protected Material with the Court, it shall do so in  
10 compliance with the Court’s rules for filing documents under seal. If a request to file under seal is  
11 denied, the Protected Material shall be made part of the public record.

12           **11.       FINAL DISPOSITION**

13           Unless otherwise ordered or agreed in writing by the Producing Party, within 60 days after  
14 the final termination of this action, including appellate litigation or the time period therefore, each  
15 Receiving Party must return all Protected Material to the Producing Party or destroy such material, at  
16 the Receiving Party’s option. The Producing Party shall bear the cost of return (which cost shall not  
17 include the cost of gathering, searching for, or retrieving the Protected Material). As used in this  
18 subdivision, “all Protected Material” includes all copies, abstracts, compilations, summaries or any  
19 other form of reproducing or capturing any of the Protected Material. Whether the Protected  
20 Material is returned or destroyed, the Receiving Party must submit a written certification to the  
21 Producing Party (and, if not the same person or entity, to the Designating Party) by the 60 day  
22 deadline that identifies (by category, where appropriate) all the Protected Material that was returned  
23 or destroyed and that affirms that the Receiving Party has not retained any copies, abstracts,  
24 compilations, summaries or other forms of reproducing or capturing any of the Protected Material.  
25 Notwithstanding this provision, Counsel are entitled to retain an archival copy of all pleadings,  
26 motion papers, transcripts, legal memoranda, correspondence or attorney work product, even if such  
27 materials contain Protected Material. Any such archival copies that contain or constitute Protected  
28 Material remain subject to this Protective Order as set forth in Section 4 (DURATION), above.

1           **12. MISCELLANEOUS**

2           12.1 Right to Further Relief: It is the present intention of the Parties that the provisions of  
3 this Stipulated Protective Order shall govern discovery and other pretrial proceedings in this action.  
4 Nonetheless, each of the Parties or any other proper non-party shall be entitled to seek modification  
5 of this Stipulated Protective Order by application to the Court on notice to the other Party hereto for  
6 good cause.

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

12           12.3 No Waiver: Entering into, agreeing to, and/or producing or receiving material  
13 designated as “CONFIDENTIAL,” or otherwise complying with the terms of this Confidentiality  
14 Order shall not:

15                   (a) Operate as an admission by any party that any particular material designated  
16 as “CONFIDENTIAL” contains or reflects trade secrets, proprietary or commercially sensitive  
17 information, or any other type of Confidential Information;

18                   (b) Operate as an admission by any Party that the restrictions and procedures set  
19 forth herein constitute or do not constitute adequate protection for any particular information deemed  
20 by any Party to be “CONFIDENTIAL”;

21                   (c) Prejudice in any way the rights of the Parties to object to the production of  
22 documents they consider not subject to discovery;

23                   (d) Prejudice in any way the rights of any Party to object to the authenticity or  
24 admissibility into evidence of any document, testimony, or other evidence subject to this Protective  
25 Order;

26                   (e) Prejudice in any way the rights of a Party to seek a determination by the Court  
27 whether any information or material should be subject to the terms of this Protective Order;

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1 (f) Prejudice in any way the rights of a Party to petition the Court for a further  
2 protective order relating to any purportedly “CONFIDENTIAL” Information;

3 (g) Prevent the Parties to this Protective Order from agreeing in writing or on the  
4 record during a deposition or hearing in this action to alter or waive the provisions or protections  
5 provided for herein with respect to any particular information or material;

6 (h) Limit a Party’s ability to grant non-parties access to its own documents and/or  
7 information;

8 (i) Be deemed to waive any applicable privilege or work product protection, or to  
9 affect the ability of a Party to seek relief for an inadvertent disclosure of material protected by  
10 privilege or work product protection; and/or

11 (j) Prevent a Party or third Party from objecting to discovery which it believes to  
12 be improper, including objections based upon the privileged, confidential, or proprietary nature of  
13 the Protected Material requested.

14 12.4 Subject to Jurisdiction: All persons who have access to information or material  
15 designated as Protected Material under this Stipulated Protective Order acknowledge that they are  
16 bound by this Protective Order and submit to the jurisdiction of this Court for the purposes of  
17 enforcing this Protective Order. However, this Stipulated Protective Order has no effect upon, and  
18 shall not apply to, a Producing Party’s use of its own Protected Material for any purpose.

19 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

20 DATED: April 7, 2010

Respectfully submitted,

21 ROBBINS GELLER RUDMAN  
22 & DOWD LLP  
23 DANIEL S. DROSMAN

24 /s/ DANIEL S. DROSMAN  
25 DANIEL S. DROSMAN

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Lead Counsel for Plaintiffs

DATED: April 7, 2010

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Attorneys for Defendants The PMI Group, Inc.,  
L. Stephen Smith, Bradley M. Shuster, David H.  
Katkov and Donald P. Lofe, Jr.

I, DANIEL S. DROSMAN, am the ECF User whose ID and password are being used to file  
this Stipulated Protective Order. In compliance with General Order No. 45, X.B., I hereby attest that  
Meredith N. Landy of O'Melveny & Myers LLP has concurred in this filing.

\_\_\_\_\_  
/s/ DANIEL S. DROSMAN  
DANIEL S. DROSMAN

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**ORDER**

IT IS SO ORDERED.



DATED: \_\_\_\_\_

\_\_\_\_\_  
THE HONORABLE SUSAN ILLSTON  
UNITED STATES DISTRICT JUDGE

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**EXHIBIT A**

**AGREEMENT TO BE BOUND BY PROTECTIVE ORDER**

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 Northern District of California on \_\_\_\_\_ [date] in the case of *In re The PMI Group, Inc. Securities Litigation*, Case No. 3:08-cv-01405-SI. 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 Northern 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 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: \_\_\_\_\_

1 CERTIFICATE OF SERVICE

2 I hereby certify that on April 7, 2010, I electronically filed the foregoing with the Clerk of the  
3 Court using the CM/ECF system which will send notification of such filing to the e-mail addresses  
4 denoted on the attached Electronic Mail Notice List, and I hereby certify that I have mailed the  
5 foregoing document or paper via the United States Postal Service to the non-CM/ECF participants  
6 indicated on the attached Manual Notice List.

7 I certify under penalty of perjury under the laws of the United States of America that the  
8 foregoing is true and correct. Executed on April 7, 2010.

9 /s/ DANIEL S. DROSMAN  
10 DANIEL S. DROSMAN

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## Mailing Information for a Case 3:08-cv-01405-SI

### Electronic Mail Notice List

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### Manual Notice List

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