

United States District Court
Northern District of California

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**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA**

GARY HEFLER, MARCELO MIZUKI,
GUY SOLOMONOV, UNION ASSET
MANAGEMENT HOLDING AG, and CITY
OF HIALEAH EMPLOYEES'
RETIREMENT SYSTEM, Individually and
on Behalf of All Others Similarly Situated,

Plaintiffs,

vs.

WELLS FARGO & COMPANY, JOHN G.
STUMPF, JOHN R. SHREWSBERRY,
CARRIE L. TOLSTEDT, TIMOTHY J.
SLOAN, DAVID M. CARROLL, DAVID
JULIAN, HOPE A. HARDISON, MICHAEL
J. LOUGHLIN, AVID MODJTABAI, JAMES
M. STROTHER, JOHN D. BAKER II, JOHN
S. CHEN, LLOYD H. DEAN, ELIZABETH
A. DUKE, SUSAN E. ENGEL, ENRIQUE
HERNANDEZ JR., DONALD M. JAMES,
CYNTHIA H. MILLIGAN, FEDERICO F.
PEÑA, JAMES H. QUIGLEY, JUDITH M.
RUNSTAD, STEPHEN W. SANGER,
SUSAN G. SWENSON, and SUZANNE M.
VAUTRINOT,

Defendants.

Case No. 3:16-cv-05479-JST

CLASS ACTION

**STIPULATED PROTECTIVE
ORDER**

1. PURPOSES AND LIMITATIONS

Disclosure and discovery activity in this action are likely to involve production of confidential, proprietary, or private information for which special protection from public disclosure and from use for any purpose other than prosecuting this litigation may be warranted. Accordingly, the parties hereby stipulate to and petition the court to enter the following Stipulated Protective Order. The parties acknowledge that this Order does not confer blanket protections on all disclosures or responses to discovery and that the protection it affords from public disclosure and use extends only to the information or items that are entitled to confidential treatment under the applicable legal principles. The parties further acknowledge, as set forth in Section 12.3, below, that this Stipulated Protective Order does not entitle them to file confidential information under seal;

1 Civil Local Rule 79-5 sets forth the procedures that must be followed and the standards that will be
2 applied when a party seeks permission from the court to file material under seal.

3 2. DEFINITIONS

4 2.1 Challenging Party: a Party or Non-Party that challenges the designation of
5 information or items under this Order.

6 2.2 “CONFIDENTIAL” Information or Items: information (regardless of how it is
7 generated, stored or maintained) or tangible things that contain or reflect confidential, non-public,
8 proprietary, commercially sensitive, and/or private information of an individual or entity.

9 2.3 Counsel (without qualifier): Outside Counsel of Record and House Counsel (as well
10 as their support staff).

11 2.4 Designating Party: a Party or Non-Party that designates information or items that it
12 produces in disclosures or in responses to discovery as “CONFIDENTIAL.”

13 2.5 Disclosure or Discovery Material: all items or information, regardless of the medium
14 or manner in which it is generated, stored, or maintained (including, among other things, testimony,
15 transcripts, and tangible things), that are produced or generated in disclosures or responses to
16 discovery in this matter.

17 2.6 Expert: a person with specialized knowledge or experience in a matter pertinent to
18 the litigation who has been retained by a Party or its counsel to serve as an expert witness or as a
19 consultant in this action.

20 2.7 House Counsel: attorneys who are employees of a party to this action, including such
21 attorneys’ support staff. House Counsel does not include Outside Counsel of Record or any other
22 outside counsel.

23 2.8 Non-Party: any natural person, partnership, corporation, association, or other legal
24 entity not named as a Party to this action.

25 2.9 Outside Counsel of Record: attorneys who are not employees of a party to this action
26 but are retained to represent or advise a party to this action and have appeared in this action on
27 behalf of that party or are affiliated with a law firm which has appeared on behalf of that party,
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1 including such attorneys' support staff.

2 2.10 Party: any party to this action, including all of its officers, directors, employees,
3 consultants, retained experts, and Outside Counsel of Record (and their support staffs).

4 2.11 Producing Party: a Party or Non-Party that produces Disclosure or Discovery
5 Material in this action.

6 2.12 Professional Vendors: persons or entities that provide litigation support services
7 (e.g., photocopying, videotaping, translating, preparing exhibits or demonstrations, and processing,
8 hosting, organizing, storing, or retrieving data in any form or medium) and their employees and
9 subcontractors.

10 2.13 Protected Material: any Disclosure or Discovery Material that is designated as
11 "CONFIDENTIAL."

12 2.14 Receiving Party: a Party that receives Disclosure or Discovery Material from a
13 Producing Party.

14 3. SCOPE

15 The protections conferred by this Stipulation and Order cover not only Protected Material (as
16 defined above), but also (1) any information copied or extracted from Protected Material; (2) all
17 copies, excerpts, summaries, or compilations of Protected Material; and (3) any testimony,
18 conversations, or presentations by Parties or their Counsel that might reveal Protected Material.
19 However, the protections conferred by this Stipulation and Order do not cover the following
20 information: (a) any information that is in the public domain at the time of disclosure to a Receiving
21 Party or becomes part of the public domain after its disclosure to a Receiving Party as a result of
22 publication not involving a violation of this Order, including becoming part of the public record
23 through trial or otherwise; and (b) any information known to the Receiving Party prior to the
24 disclosure or obtained by the Receiving Party after the disclosure from a source who obtained the
25 information lawfully and under no obligation of confidentiality to the Designating Party. Any use of
26 Protected Material at trial shall be governed by a separate agreement or order. The parties recognize
27 that documents requested in this action may require notice to or consent from third parties prior to
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1 production (including but not limited to documents requested relating to consumer information) and
2 that such document requests would require further court intervention prior to responsive productions;
3 any Party may seek additional orders from this Court that such party believes may be necessary to
4 comply with any law governing the disclosure of information concerning third parties.

5 4. DURATION

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

12 5. DESIGNATING PROTECTED MATERIAL

13 5.1 Exercise of Restraint and Care in Designating Material for Protection. Each Party or
14 Non-Party that designates information or items for protection under this Order will exercise good
15 faith in making confidentiality designations under the appropriate standards. The parties have
16 established a procedure to meet and confer to resolve challenges to specific confidentiality
17 designations, as set forth below in Section 6.2.

18 5.2 Manner and Timing of Designations. Except as otherwise provided in this Order
19 (see, e.g., second paragraph of section 5.2(a) below), or as otherwise stipulated or ordered,
20 Disclosure or Discovery Material that qualifies for protection under this Order must be clearly so
21 designated before the material is disclosed or produced.

22 Designation in conformity with this Order requires:

23 (a) for information in documentary form (e.g., paper or electronic documents, but
24 excluding transcripts of depositions or other pretrial or trial proceedings), that the Producing Party
25 affix the legend “CONFIDENTIAL” to each page that contains protected material.

26 A Party or Non-Party that makes original documents or materials available for inspection need not
27 designate them for protection until after the inspecting Party has indicated which material it would
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1 like copied and produced. During the inspection and before the designation, all of the material made
2 available for inspection shall be deemed “CONFIDENTIAL.” After the inspecting Party has
3 identified the documents it wants copied and produced, the Producing Party must determine which
4 documents, or portions thereof, qualify for protection under this Order. Then, before producing the
5 specified documents, the Producing Party must affix the “CONFIDENTIAL” legend to each page
6 that contains Protected Material.

7 (b) for depositions or other testimony, Parties or testifying persons or entities may
8 designate all or portions of depositions and other testimony with the appropriate designation by
9 indicating on the record at the time the testimony is given or by sending written notice to all
10 Parties of which portions of the transcript of the testimony is designated within thirty (30) days of
11 receipt of the final transcript of the testimony. Any party that wishes to disclose a transcript, or
12 information contained therein, before the time within which it may be appropriately designated as
13 Protected Material has passed, may provide written notice of its intent to treat the transcript as
14 non-confidential, after which time, any Party that wants to maintain any portion of the transcript as
15 confidential must designate the confidential portions within seven (7) calendar days of receiving
16 such written notice, or else the transcript may be treated as non-confidential. Any designated
17 Discovery Material that is used in the taking of a deposition shall remain subject to the provisions
18 of this Protective Order, along with the transcript pages of the deposition testimony dealing with
19 such Discovery Material. In such cases the court reporter shall be informed of this Protective
20 Order. In the event the deposition is videotaped, the original and all copies of the videotape shall
21 be marked by the video technician to indicate that the contents of the videotape are subject to this
22 Protective Order, substantially along the lines of “This videotape contains confidential testimony
23 used in this case and is not to be viewed or the contents thereof to be displayed or revealed except
24 by order of the Court, or pursuant to written stipulation of the parties.” Counsel for any Producing
25 Party shall have the right to exclude from oral depositions, other than the deponent, deponent’s
26 counsel, the reporter and videographer (if any), any person who is not authorized by this
27 Protective Order to receive or access Protected Material based on the designation of such
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1 Protected Material. Such right of exclusion shall be applicable only during periods of examination
2 or testimony regarding such Protected Material.

3 (c) for information produced in some form other than documentary and for any other
4 tangible items, that the Producing Party affix in a prominent place on the exterior of the container or
5 containers in which the information or item is stored the legend "CONFIDENTIAL." If only a
6 portion or portions of the information or item warrant protection, the Producing Party, to the extent
7 practicable, shall identify the protected portion(s).

8 5.3 Inadvertent Failures to Designate. An inadvertent failure to designate qualified
9 information or items does not, standing alone, waive the Designating Party's right to secure
10 protection under this Order for such material. Upon timely correction of a designation, the Receiving
11 Party must make reasonable efforts to assure that the material is treated in accordance with the
12 provisions of this Order.

13 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

14 6.1 Timing of Challenges. Any Party or Non-Party may challenge a designation of
15 confidentiality at any time. Unless a prompt challenge to a Designating Party's confidentiality
16 designation is necessary to avoid foreseeable, substantial unfairness, unnecessary economic burdens,
17 or a significant disruption or delay of the litigation, a Party does not waive its right to challenge a
18 confidentiality designation by not asserting a challenge promptly after the original designation is
19 disclosed.

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

7 6.3 Judicial Intervention. If the Challenging Party and the Designating Party are unable
8 to resolve a dispute about a confidentiality designation in the manner provided in paragraph 6.2
9 above, the Challenging Party may challenge the confidentiality designation by filing and serving a
10 discovery motion under the Federal and Local Rules. Absent good cause, such a motion must be
11 made within 45 days of the parties agreeing that the meet and confer process will not resolve their
12 dispute. Any motion brought pursuant to this provision must be accompanied by an affirmation that
13 the movant has complied with the meet and confer requirements imposed by the preceding
14 paragraph.

15 The burden of persuasion in any such challenge proceeding shall be on the Designating
16 Party. The Challenging Party will exercise good faith in challenging confidentiality designations. All
17 parties shall continue to afford the material in question the level of protection to which it is entitled
18 under the Producing Party's designation until the court rules on the challenge.

19 7. ACCESS TO AND USE OF PROTECTED MATERIAL

20 7.1 Basic Principles. A Receiving Party may use Protected Material that is disclosed or
21 produced by another Party or by a Non-Party in connection with this case only for prosecuting,
22 defending, or attempting to settle this litigation. Such Protected Material may be disclosed only to
23 the categories of persons and under the conditions described in this Order. When the litigation has
24 been terminated, a Receiving Party must comply with the provisions of section 13 below (FINAL
25 DISPOSITION).

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

1 7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless otherwise ordered by
2 the court or permitted in writing by the Designating Party, a Receiving Party may disclose any
3 information or item designated “CONFIDENTIAL” only to:

4 (a) the Receiving Party’s Outside Counsel of Record in this action, as well as employees
5 and Professional Vendors of Outside Counsel of Record to whom it is reasonably necessary to
6 disclose the information for this litigation;

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

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

12 (d) the court and its personnel;

13 (e) mediators, their staff and representatives of insurers who are engaged in mediation
14 with the parties;

15 (f) court reporters and their staff;

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

19 (h) during their depositions, witnesses in the action to whom disclosure is reasonably
20 necessary. Pages of transcribed deposition testimony or exhibits to depositions that reveal Protected
21 Material must be separately bound by the court reporter and may not be disclosed to anyone except
22 as permitted under this Stipulated Protective Order.

23 (i) potential witnesses (1) who authored or received a communication, (2) for whom
24 disclosure is reasonably necessary, and (3) who have been informed of their obligation not to
25 disclose “Confidential” information beyond the terms of this Stipulation and Order and who have
26 agreed not to do so.

27 7.3. Disclosure of “Acknowledgment and Agreement to Be Bound” (Exhibit A)

1 Documents. Upon request, any Receiving Party shall promptly provide copies of Exhibit A
2 documents as signed by persons to whom they have provided Confidential Information pursuant to
3 the provisions of Section 7.2; provided, however, that a Receiving Party may, in lieu of promptly
4 providing copies of Exhibit A documents signed by experts or consultants who have not yet been
5 disclosed pursuant to the Court's scheduling order(s), or professional jury or trial consultants and
6 mock jurors, promptly confirm in writing that all such persons have signed the required Exhibit A
7 documents in order to receive Confidential Information pursuant to Section 7.2. If the individual
8 is not a witness, disclosure of signed Exhibit A documents shall occur where reasonably
9 necessary, and where such disclosure will not implicate the disclosing party's work product or
10 attorney client privileged information.

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

13 If a Party is served with a subpoena or a court order issued in other litigation that compels
14 disclosure of any information or items designated in this action as "CONFIDENTIAL," that Party
15 must:

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

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

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

23 If the Designating Party timely seeks a protective order, the Party served with the subpoena
24 or court order shall not produce any information designated in this action as "CONFIDENTIAL"
25 before a determination by the court from which the subpoena or order issued, unless the Party has
26 obtained the Designating Party's permission. The Designating Party shall bear the burden and
27 expense of seeking protection in that court of its confidential material – and nothing in these
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1 provisions should be construed as authorizing or encouraging a Receiving Party in this action to
2 disobey a lawful directive from another court.

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

5 9.1 The terms of this Order are applicable to information produced by a Non-Party in this
6 action and designated as “CONFIDENTIAL.” Such information produced by Non-Parties in
7 connection with this litigation is protected by the remedies and relief provided by this Order.
8 Nothing in these provisions should be construed as prohibiting a Non-Party from seeking
9 additional protections.

10 9.2 In the event that a Party is required, by a valid discovery request, to produce a Non-
11 Party’s confidential information in its possession, and the Party is subject to an agreement with the
12 Non-Party not to produce the Non-Party’s confidential information, then the Party shall:

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

15 (b) promptly provide the Non-Party with a copy of the Stipulated Protective Order in
16 this litigation, the relevant discovery request(s), and a reasonably specific description of the
17 information requested; and

18 (c) make the information requested available for inspection by the Non-Party.

19 9.3 If the Non-Party fails to object or seek a protective order from this court within 14
20 days of receiving the notice and accompanying information, the Receiving Party may produce the
21 Non-Party’s confidential information responsive to the discovery request. If the Non-Party timely
22 seeks a protective order, the Receiving Party shall not produce any information in its possession or
23 control that is subject to the confidentiality agreement with the Non-Party before a determination
24 by the court. Absent a court order to the contrary, the Non-Party shall bear the burden and
25 expense of seeking protection in this court of its Protected Material.

26 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

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

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

9 11.1 The production of documents (including both paper documents and electronically
10 stored information) subject to protection by the attorney-client, the Bank Examination privilege
11 and/or protected by the work-product, joint defense or other similar doctrine, or by another legal
12 privilege protecting information from discovery, shall not constitute a waiver of any privilege or
13 other protection, provided that the Producing Party notifies the Receiving Party, in writing, of the
14 production after its discovery of the same.

15 11.2 If the Producing Party notifies the Receiving Party after discovery that privileged
16 materials (hereinafter referred to as the “Identified Materials”) have been produced, the Identified
17 Materials and all copies of those materials shall be returned to the Producing Party or destroyed or
18 deleted, on request of the Producing Party. The Receiving Party agrees to use reasonable efforts to
19 segregate Identified Materials and any notes or work product (or portions of work product)
20 reflecting the contents of any Identified Materials and the Receiving Party will not review or use
21 such segregated Identified Materials and/or work product unless the Court determines the
22 Identified Materials to not be privileged.

23 11.3 The Identified Materials shall be deleted from any systems used to house the
24 documents, including document review databases, e-rooms and any other location that stores the
25 documents.

26 11.4 The contents of the Identified Materials shall not be disclosed to anyone who was
27 not already aware of the contents of them before the notice was made.

1 11.5 Within ten (10) days of the return of Identified Materials to the Producing Party,
2 the Producing Party will provide to the Receiving Party a privilege log containing entries for any
3 Identified Materials whose privilege designations are disputed by the Parties.

4 11.6 If any Receiving Party is in receipt of a document from a Producing Party which
5 the Receiving Party has reason to believe is privileged, the Receiving Party shall in good faith take
6 reasonable steps to promptly notify the Producing Party of the production of that document so that
7 the Producing Party may make a determination of whether it wishes to have the documents
8 returned or destroyed pursuant to this Stipulated Protective Order.

9 11.7 The party returning the Identified Materials may move the Court for an order
10 compelling production of some or all of the material returned or destroyed, but the basis for such a
11 motion may not be the fact or circumstances of the production.

12 11.8 The parties agree that this Order is an Order entered under Rule 502(d) of the
13 Federal Rules of Evidence and thus the disclosure of Identified Materials is not a waiver of the
14 privilege in any other federal or state proceeding.

15 11.9 This stipulated agreement set forth in Paragraph 11 and its subparts does not
16 constitute a concession by any party that any documents are subject to protection by the attorney-
17 client privilege, the work product doctrine or any other potentially applicable privilege or doctrine.
18 This agreement also is not intended to waive or limit in any way either party's right to contest any
19 privilege claims that may be asserted with respect to any of the documents produced except to the
20 extent stated in the agreement.

21 12. MISCELLANEOUS

22 12.1 Right to Further Relief. Nothing in this Order abridges the right of any person to seek
23 its modification by the court in the future.

24 12.2 Right to Assert Other Objections. By stipulating to the entry of this Protective Order
25 no Party waives any right it otherwise would have to object to disclosing or producing any
26 information or item on any ground not addressed in this Stipulated Protective Order. Similarly, no
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1 Party waives any right to object on any ground to use in evidence of any of the material covered by
2 this Protective Order.

3 12.3 Filing Protected Material. Without written permission from the Designating Party or a
4 court order secured after appropriate notice to all interested persons, a Party may not file in the
5 public record in this action any Protected Material. A Party that seeks to file under seal any Protected
6 Material must comply with Civil Local Rule 79-5. Protected Material may only be filed under seal
7 pursuant to a court order authorizing the sealing of the specific Protected Material at issue. Pursuant
8 to Civil Local Rule 79-5, a sealing order will issue only upon a request establishing that the
9 Protected Material at issue is privileged, protectable as a trade secret, or otherwise entitled to
10 protection under the law. If a Receiving Party's request to file Protected Material under seal pursuant
11 to Civil Local Rule 79-5(d) is denied by the court, then the Receiving Party may file the information
12 in the public record pursuant to Civil Local Rule 79-5(e) unless otherwise instructed by the court.

13 13. FINAL DISPOSITION

14 Within 90 days after the final disposition of this action, as defined in paragraph 4, each
15 Receiving Party must return all Protected Material to the Producing Party or destroy such material.
16 As used in this subdivision, "all Protected Material" includes all copies, abstracts, compilations,
17 summaries, and any other format reproducing or capturing any of the Protected Material. Whether
18 the Protected Material is returned or destroyed, the Receiving Party must submit a written
19 certification to the Producing Party (and, if not the same person or entity, to the Designating Party)
20 by the 90 day deadline that (1) identifies (by category, where appropriate) all the Protected Material
21 that was returned or destroyed and (2) affirms that the Receiving Party has not retained any copies,
22 abstracts, compilations, summaries or any other format reproducing or capturing any of the Protected
23 Material. Notwithstanding this provision, Counsel are entitled to retain an archival copy of all
24 pleadings, motion papers, trial, deposition, and hearing transcripts, legal memoranda,
25 correspondence, deposition and trial exhibits, expert reports, attorney work product, and consultant
26 and expert work product, even if such materials contain Protected Material. Any such archival copies
27 that contain or constitute Protected Material remain subject to this Protective Order as set forth in
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1 Section 4 (DURATION).

2 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

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4 Dated: April 1, 2018

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Dated: April 1, 2018

Dated: April 1, 2018

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PURSUANT TO STIPULATION, IT IS SO ORDERED.

DATED: April 4, 2018


United States District/Magistrate Judge

1 EXHIBIT A

2 ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

3 I, _____ [print or type full name], of _____ [print or
4 type full address], declare under penalty of perjury that I have read in its entirety and understand the
5 Stipulated Protective Order that was issued by the United States District Court for the Northern
6 District of California on [date] in the case of Hefler et al. v. Wells Fargo & Co., et al., Case No.
7 3:16-cv-05479-JST. I agree to comply with and to be bound by all the terms of this Stipulated
8 Protective Order and I understand and acknowledge that failure to so comply could expose me to
9 sanctions and punishment in the nature of contempt. I solemnly promise that I will not disclose in
10 any manner any information or item that is subject to this Stipulated Protective Order to any person
11 or entity except in strict compliance with the provisions of this Order.

12 I further agree to submit to the jurisdiction of the United States District Court for the Northern
13 District of California for the purpose of enforcing the terms of this Stipulated Protective Order, even
14 if such enforcement proceedings occur after termination of this action.

15 I hereby appoint _____ [print or type full name] of
16 _____ [print or type full address and telephone number] as
17 my California agent for service of process in connection with this action or any proceedings related
18 to enforcement of this Stipulated Protective Order.

19
20 Date: _____

21 City and State where sworn and signed: _____

22
23 Printed name: _____

24
25 Signature: _____