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6 **Attorneys for FEDERAL DEPOSIT
INSURANCE CORPORATION as
7 Receiver for INDYMAC BANK, F.S.B.**

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UNITED STATES DISTRICT COURT

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NORTHERN DISTRICT OF CALIFORNIA, OAKLAND DIVISION

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12 FEDERAL DEPOSIT INSURANCE
CORPORATION as Receiver for
13 INDYMAC BANK, F.S.B.,

Case No. C-11-03260-CW

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Plaintiff,

**STIPULATED PROTECTIVE
ORDER FOR STANDARD
LITIGATION**

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vs.

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JUDITH A. WARREN, an individual
d/b/a J WARREN APPRAISAL
SERVICE, type of entity unknown;
PATRICIA L. DENNIS, an individual
d/b/a BOHANNON APPRAISAL, type
of entity unknown, and DOES 1
through 10, inclusive,

Defendants.

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

1 Order does not confer blanket protections on all disclosures or responses to
2 discovery and that the protection it affords from public disclosure and use extends
3 only to the limited information or items that are entitled to confidential treatment
4 under the applicable legal principles. The parties further acknowledge, as set forth
5 in Section 12.3, below, that this Stipulated Protective Order does not entitle them to
6 file confidential information under seal; Civil Local Rule 79-5 sets forth the
7 procedures that must be followed and the standards that will be applied when a party
8 seeks permission from the court to file material under seal.

9 2. **DEFINITIONS**

10 2.1 Challenging Party: a Party or Non-Party that challenges the
11 designation of information or items under this Order.

12 2.2 "CONFIDENTIAL" Information or Items: information
13 (regardless of how it is generated, stored or maintained) or tangible things that
14 qualify for protection under Federal Rule of Civil Procedure 26(c).

15 2.3 Counsel (without qualifier): Outside Counsel of Record and
16 House Counsel (as well as their support staff).

17 2.4 Designating Party: a Party or Non-Party that designates
18 information or items that it produces in disclosures or in responses to discovery as
19 "CONFIDENTIAL."

20 2.5 Disclosure or Discovery Material: all items or information,
21 regardless of the medium or manner in which it is generated, stored, or maintained
22 (including, among other things, testimony, transcripts, and tangible things), that are
23 produced or generated in disclosures or responses to discovery in this matter.

24 2.6 Expert: a person with specialized knowledge or experience in a
25 matter pertinent to the litigation who has been retained by a Party or its counsel to
26 serve as an expert witness or as a consultant in this action.

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1 2.7 House Counsel: attorneys who are employees of a party to this
2 action. House Counsel does not include Outside Counsel of Record or any other
3 outside counsel.

4 2.8 Non-Party: any natural person, partnership, corporation,
5 association, or other legal entity not named as a Party to this action.

6 2.9 Outside Counsel of Record: attorneys who are not employees of
7 a party to this action but are retained to represent or advise a party to this action and
8 have appeared in this action on behalf of that party or are affiliated with a law firm
9 which has appeared on behalf of that party.

10 2.10 Party: any party to this action, including all of its officers,
11 directors, employees, consultants, retained experts, and Outside Counsel of Record
12 (and their support staffs).

13 2.11 Producing Party: a Party or Non-Party that produces Disclosure
14 or Discovery Material in this action.

15 2.12 Professional Vendors: persons or entities that provide litigation
16 support services (e.g., photocopying, videotaping, translating, preparing exhibits or
17 demonstrations, and organizing, storing, or retrieving data in any form or medium)
18 and their employees and subcontractors.

19 2.13 Protected Material: any Disclosure or Discovery Material that is
20 designated as "CONFIDENTIAL."

21 2.14 Receiving Party: a Party that receives Disclosure or Discovery
22 Material from a Producing Party.

23 3. SCOPE

24 The protections conferred by this Stipulation and Order cover not only
25 Protected Material (as defined above), but also (1) any information copied or
26 extracted from Protected Material; (2) all copies, excerpts, summaries, or
27 compilations of Protected Material; and (3) any testimony, conversations, or
28 presentations by Parties or their Counsel that might reveal Protected Material.

1 However, the protections conferred by this Stipulation and Order do not cover the
2 following information: (a) any information that is in the public domain at the time of
3 disclosure to a Receiving Party or becomes part of the public domain after its
4 disclosure to a Receiving Party as a result of publication not involving a violation of
5 this Order, including becoming part of the public record through trial or otherwise;
6 and (b) any information known to the Receiving Party prior to the disclosure or
7 obtained by the Receiving Party after the disclosure from a source who obtained the
8 information lawfully and under no obligation of confidentiality to the Designating
9 Party. Any use of Protected Material at trial shall be governed by a separate
10 agreement or order.

11 4. **DURATION**

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

20 5. **DESIGNATING PROTECTED MATERIAL**

21 5.1 **Exercise of Restraint and Care in Designating Material for**
22 **Protection.** Each Party or Non-Party that designates information or items for
23 protection under this Order must take care to limit any such designation to specific
24 material that qualifies under the appropriate standards. The Designating Party must
25 designate for protection only those parts of material, documents, items, or oral or
26 written communications that qualify - so that other portions of the material,
27 documents, items, or communications for which protection is not warranted are not
28 swept unjustifiably within the ambit of this Order.

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

6 If it comes to a Designating Party's attention that information or items
7 that it designated for protection do not qualify for protection, that Designating Party
8 must promptly notify all other Parties that it is withdrawing the mistaken
9 designation.

10 5.2 Manner and Timing of Designations. Except as otherwise
11 provided in this Order (see, e.g., second paragraph of section 5.2(a) below), or as
12 otherwise stipulated or ordered, Disclosure or Discovery Material that qualifies for
13 protection under this Order must be clearly so designated before the material is
14 disclosed or produced.

15 Designation in conformity with this Order requires:

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

22 A Party or Non-Party that makes original documents or materials
23 available for inspection need not designate them for protection until after the
24 inspecting Party has indicated which material it would like copied and produced.
25 During the inspection and before the designation, all of the material made available
26 for inspection shall be deemed "CONFIDENTIAL." After the inspecting Party has
27 identified the documents it wants copied and produced, the Producing Party must
28 determine which documents, or portions thereof, qualify for protection under this

1 Order. Then, before producing the specified documents, the Producing Party must
2 affix the "CONFIDENTIAL" legend to each page that contains Protected Material.
3 If only a portion or portions of the material on a page qualifies for protection, the
4 Producing Party also must clearly identify the protected portions) (e.g., by making
5 appropriate markings in the margins).

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

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

15 5.3 Inadvertent Failures to Designate. If timely corrected, an
16 inadvertent failure to designate qualified information or items does not, standing
17 alone, waive the Designating Party's right to secure protection under this Order for
18 such material. Upon timely correction of a designation, the Receiving Party must
19 make reasonable efforts to assure that the material is treated in accordance with the
20 provisions of this Order.

21 6. **CHALLENGING CONFIDENTIALITY DESIGNATIONS**

22 6.1 Timing of Challenges. Any Party or Non-Party may challenge a
23 designation of confidentiality at any time. Unless a prompt challenge to a
24 Designating Party's confidentiality designation is necessary to avoid foreseeable,
25 substantial unfairness, unnecessary economic burdens, or a significant disruption or
26 delay of the litigation, a Party does not waive its right to challenge a confidentiality
27 designation by electing not to mount a challenge promptly after the original
28 designation is disclosed.

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

17 6.3 Judicial Intervention. If the Parties cannot resolve a challenge
18 without court intervention, the Designating Party shall file and serve a motion to
19 retain confidentiality under Civil Local Rule 7 (and in compliance with Civil Local
20 Rule 79-5, if applicable) within 21 days of the initial notice of challenge or within
21 14 days of the parties agreeing that the meet and confer process will not resolve
22 their dispute, whichever is earlier. Each such motion must be accompanied by a
23 competent declaration affirming that the movant has complied with the meet and
24 confer requirements imposed in the preceding paragraph. Failure by the
25 Designating Party to make such a motion including the required declaration within
26 21 days (or 14 days, if applicable) shall automatically waive the confidentiality
27 designation for each challenged designation. In addition, the Challenging Party may
28 file a motion challenging a confidentiality designation at any time if there is good

1 cause for doing so, including a challenge to the designation of a deposition transcript
2 or any portions thereof. Any motion brought pursuant to this provision must be
3 accompanied by a competent declaration affirming that the movant has complied
4 with the meet and confer requirements imposed by the preceding paragraph.

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

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

14 7.1 Basic Principles. A Receiving Party may use Protected Material
15 that is disclosed or produced by another Party or by a Non-Party in connection with
16 this case only for prosecuting, defending, or attempting to settle this litigation. Such
17 Protected Material may be disclosed only to the categories of persons and under the
18 conditions described in this Order. When the litigation has been terminated, a
19 Receiving Party must comply with the provisions of section 13 below (FINAL
20 DISPOSITION).

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

24 7.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless
25 otherwise ordered by the court or permitted in writing by the Designating Party, a
26 Receiving Party may disclose any information or item designated
27 "CONFIDENTIAL" only to:

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1 (a) the Receiving Party's Outside Counsel of Record in this action,
2 as well as employees of said Outside Counsel of Record to whom it is reasonably
3 necessary to disclose the information for this litigation and who have signed the
4 "Acknowledgment and Agreement to Be Bound" that is attached hereto as Exhibit
5 A;

6 (b) the officers, directors, and employees (including House Counsel)
7 of the Receiving Party to whom disclosure is reasonably necessary for this litigation
8 and who have signed the "Acknowledgment and Agreement to Be Bound" (Exhibit
9 A);

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

13 (d) the court and its personnel;

14 (e) court reporters and their staff, professional jury or trial
15 consultants, mock jurors, and Professional Vendors to whom disclosure is
16 reasonably necessary for this litigation and who have signed the "Acknowledgment
17 and Agreement to Be Bound" (Exhibit A);

18 (f) during their depositions, witnesses in the action to whom
19 disclosure is reasonably necessary and who have signed the "Acknowledgment and
20 Agreement to Be Bound" (Exhibit A), unless otherwise agreed by the Designating
21 Party or ordered by the court. Pages of transcribed deposition testimony or exhibits
22 to depositions that reveal Protected Material must be separately bound by the court
23 reporter and may not be disclosed to anyone except as permitted under this
24 Stipulated Protective Order.

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

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

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

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

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

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

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

22 9. **A NON-PARTY'S PROTECTED MATERIAL SOUGHT TO BE**
23 **PRODUCED IN THIS LITIGATION**

24 (a) The terms of this Order are applicable to information produced
25 by a Non-Party in this action and designated as "CONFIDENTIAL." Such
26 information produced by Non-Parties in connection with this litigation is protected
27 by the remedies and relief provided by this Order. Nothing in these provisions
28 should be construed as prohibiting a Non-Party from seeking additional protections.

1 (b) In the event that a Party is required, by a valid discovery request,
2 to produce a Non-Party's confidential information in its possession, and the Party is
3 subject to an agreement with the Non-Party not to produce the Non-Party's
4 confidential information, then the Party shall:

5 1. promptly notify in writing the Requesting Party and the Non-
6 Party that some or all of the information requested is subject to a confidentiality
7 agreement with a Non-Party;

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

11 3. make the information requested available for inspection by the
12 Non-Party.

13 (c) If the Non-Party fails to object or seek a protective order from
14 this court within 14 days of receiving the notice and accompanying information, the
15 Receiving Party may produce the Non-Party's confidential information responsive to
16 the discovery request. If the Non-Party timely seeks a protective order, the
17 Receiving Party shall not produce any information in its possession or control that is
18 subject to the confidentiality agreement with the Non-Party before a determination
19 by the court.¹ Absent a court order to the contrary, the Non-Party shall bear the
20 burden and expense of seeking protection in this court of its Protected Material.

21 10. **UNAUTHORIZED DISCLOSURE OF PROTECTED**
22 **MATERIAL**

23 If a Receiving Party learns that, by inadvertence or otherwise, it has
24 disclosed Protected Material to any person or in any circumstance not authorized

25 _____
26 ¹ The purpose of this provision is to alert the interested parties to the existence of
27 confidentiality rights of a Non-Party and to afford the Non-Party an opportunity to
28 protect its confidentiality interests in this court.

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

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

10 When a Producing Party gives notice to Receiving Parties that certain
11 inadvertently produced material is subject to a claim of privilege or other protection,
12 the obligations of the Receiving Parties are those set forth in Federal Rule of Civil
13 Procedure 26(b)(5)(B). This provision is not intended to modify whatever
14 procedure may be established in an e-discovery order that provides for production
15 without prior privilege review. Pursuant to Federal Rule of Evidence 502(d) and
16 (e), insofar as the parties reach an agreement on the effect of disclosure of a
17 communication or information covered by the attorney-client privilege or work
18 product protection, the parties may incorporate their agreement in the stipulated
19 protective order submitted to the court.

20 12. **MISCELLANEOUS**

21 12.1 Right to Further Relief. Nothing in this Order abridges the right
22 of any person to seek its modification by the court in the future.

23 12.2 Right to Assert Other Objections. By stipulating to the entry of
24 this Protective Order no Party waives any right it otherwise would have to object to
25 disclosing or producing any information or item on any ground not addressed in this
26 Stipulated Protective Order. Similarly, no Party waives any right to object on any
27 ground to use in evidence of any of the material covered by this Protective Order.

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1 12.3 Filing Protected Material. Without written permission from the
2 Designating Party or a court order secured after appropriate notice to all interested
3 persons, a Party may not file in the public record in this action any Protected
4 Material. A Party that seeks to file under seal any Protected Material must comply
5 with Civil Local Rule 79-5. Protected Material may only be filed under seal
6 pursuant to a court order authorizing the sealing of the specific Protected Material at
7 issue. Pursuant to Civil Local Rule 79-5, a sealing order will issue only upon a
8 request establishing that the Protected Material at issue is privileged, protectable as
9 a trade secret, or otherwise entitled to protection under the law. If a Receiving
10 Party's request to file Protected Material under seal pursuant to Civil Local
11 Rule 79-5(d) is denied by the court, then the Receiving Party may file the
12 information in the public record pursuant to Civil Local Rule 79-5(e) unless
13 otherwise instructed by the court.

14 13. FINAL DISPOSITION

15 Within 60 days after the final disposition of this action, as defined in
16 paragraph 4, the Producing Party shall send a letter to each Receiving Party
17 requesting (1) the return of all Protected Material to the Propounding Party or (2) the
18 destruction of all Protected Material ("Demand Letter"). As used in this
19 subdivision, "all Protected Material" includes all copies, abstracts, compilations,
20 summaries, and any other format reproducing or capturing any of the Protected
21 Material. Whether the Protected Material is returned or destroyed, the Receiving
22 Party must submit a written certification to the Producing Party (and, if not the same
23 person or entity, to the Designating Party) within 30 days of receipt of Demand
24 Letter that (1) identifies (by category, where appropriate) all the Protected Material
25 that was returned or destroyed and (2) affirms that the Receiving Party has not
26 retained any copies, abstracts, compilations, summaries or any other format
27 reproducing or capturing any of the Protected Material. Notwithstanding this
28 provision, Counsel are entitled to retain an archival copy of all pleadings, motion

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

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7 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD:

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9 DATED: October 12, 2011 ANDERSON, MCPHARLIN & CONNERS LLP

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11

/s/ Jennifer S. Muse /s/
Bv: _____
Vanessa H. Widener
Jennifer S. Muse
Attorneys for Plaintiff FEDERAL DEPOSIT
INSURANCE CORPORATION as Receiver for
INDYMAC BANK, F.S.B.

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DATED: October , 2011 ERICKSEN ARBUTHNOT

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Bv: _____
Steven W. Dollar
Attorneys for Defendant JUDITH A.
WARREN DBA J. WARREN APPRAISAL
SERVICE

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DATED: October 12, 2011 MANNING & KASS, ELLROD, RAMIREZ,
TRESTER LLP

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/s/ Peter C. Catalanotti (w/permission) /s/

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Bv: _____
Peter C. Catalanotti
Attorneys for Defendant PATRICIA L.
DENNIS DBA BOHANNON APPRAISAL

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PURSUANT TO STIPULATION FOR PROTECTIVE ORDER, IT IS SO ORDERED.

DATED: October 13, 2011



CLAUDIA WILKEN
UNITED STATES DISTRICT JUDGE

ANDERSON, MCPHARLIN & CONNERS LLP
LAWYERS
444 SOUTH FLOWER STREET, THIRTY-FIRST FLOOR
LOS ANGELES, CALIFORNIA 90071-2901
TEL (213) 688-0080 • FAX (213) 622-7594

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

6
7 Date: _____

8 City and State where sworn and signed: _____
9

10 Printed name: _____
11 [printed name]

12 Signature: _____
13 [signature]

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PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of eighteen years and not a party to the within action; my business address is 444 South Flower Street, Thirty-First Floor, Los Angeles, California 90071-2901.

On October 12, 2011, I served the following document(s) described as **STIPULATED PROTECTIVE ORDER FOR STANDARD LITIGATION** on the interested parties in this action by placing true copies thereof enclosed in sealed envelopes addressed as follows:

| | |
|---|--|
| Steven W. Dollar, Esq. Ericksen Arbuthnot 152 North Third Street Suite 700 San Jose, CA 95112 Telephone: (408) 286-0880 Facsimile: (408) 286-0337 E-Mail: sdollar@erickenarbuthnot.com | Attorneys for Defendant Judith A. Warren, an individual d/b/a/ Warren Appraisal Service |
|---|--|

| | |
|--|---|
| Peter C. Catalanotti, Esq. Manning & Kass, Ellrod, Ramirez, Trester LLP One California Street, Suite 1100 San Francisco, CA 94111 Telephone: (415) 217-6990 Facsimile: (415) 217-6999 E-Mail: pcc@manningllp.com | Attorneys for Defendant Patricia L. Dennis |
|--|---|

BY CM/ECF on the parties as required by court order re: Electronic Service of Pleadings in this matter, and as performed by CM/ECF on the parties in this action.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct and that I am employed in the office of a member of the bar of this Court at whose direction the service was made. Executed on October 12, 2011, at Los Angeles, California.

/s/ Sherrv A. Plouff /s/
Sherrv A. Plouff