

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLORADO**

Civil Action No. 12-cv-00050-WYD-MEH

BUSINESS BANK OF ST. LOUIS, a Missouri Bank,

Plaintiff,

v.

FEDERAL DEPOSIT INSURANCE CORPORATION, in its capacity as Receiver for
Colorado Capital Bank, a Colorado Bank in receivership

Defendant.

**AMENDED STIPULATION AND ORDER REGARDING PERSONAL AND
FINANCIAL INFORMATION**

The Court orders and the parties, through their attorneys, stipulate and agree as follows:

1. The Business Bank of St. Louis (“BBSTL”) and the Federal Deposit Insurance Corporation, in its capacity as Receiver for Colorado Capital Bank (“FDIC-R”) (collectively, “the Parties”) are in the process of and have assembled documents as part of their Rule 26 Disclosures and in order to respond to any discovery requests that may be promulgated by the Parties. The Parties intend to produce information in the within litigation.

2. The documents assembled by the Parties may contain personal and financial information of persons who are not parties to this lawsuit. Such information includes, but is not limited to, bank account numbers, social security numbers, federal tax identification numbers, financial statements, and other financial information (“Protected Information”).

3. The designation of a document containing Protected Information shall be made by stamping the document with the legend “CONFIDENTIAL”.

4. The Parties agree to keep the Protected Information confidential and not use it for any purpose outside this litigation.

5. Review of the Protected Information will be limited to:

- a. Employees of the Parties;
- b. The Parties' attorneys, including office associates, paralegals, secretaries, assistants, and clerical employees;
- c. Experts retained or consulted by the Parties in connection with this litigation who have signed a Confidentiality Agreement in the form attached to this Stipulation;
- d. Witnesses and potential witnesses;
- e. Mediators, masters, and arbitrators in connection with this consolidated litigation; and,
- f. The Court, court personnel, and all court reporters.

6. Before either party provides Protected Information to an individual who is a member of a group described in paragraphs 4a, 4c, 4d, or 4e above (the "Disclosing Party"), the individual must sign a Confidentiality Agreement in the form attached to this Stipulation. Counsel for the Disclosing Party will maintain a copy of the executed Confidentiality Agreement and provide a copy to the other party's counsel upon request in order to enforce this Stipulation.

7. A party may object to the designation of particular Protected Information by giving written notice to the party designating the disputed information. The written notice shall identify the information to which the objection is made. If the parties cannot resolve the objection within ten (10) business days after the time the notice is received, it shall be the obligation of the party designating the information as Protected Information to file an appropriate

motion requesting that the Court determine whether the disputed information should be subject to the terms of this Stipulation. If such a motion is timely filed, the disputed information shall be treated as Protected Information under the terms of this Stipulation until the Court rules on the motion. If the designating party fails to file such a motion within the prescribed time, the disputed information shall lose its designation as CONFIDENTIAL and shall not thereafter be treated as Protected Information in accordance with this Stipulation. In connection with a motion filed under this provision, the party designating the information as Protected Information shall bear the burden of establishing that good cause exists for the disputed information to be treated as Protected Information.

8. At the conclusion of this litigation either by settlement, the entry of final judgment, or the completion of all appeals, the Protected Information will be returned to the Disclosing Party's counsel who will either: (1) continue to retain all or a portion of the Protected Information pursuant to this Stipulation; or, (2) destroy all of the Protected Information not so retained by counsel. Within 60 days from the conclusion of this litigation, the Disclosing Party's counsel will certify in writing to the other party's counsel whether he or she has retained or destroyed the Protected Information.

9. Any Protected Information, if filed with the Court, shall be filed and kept by the Court under restriction in accordance with D.C. Colo. LCivR 7.2, and shall be made available only to the Court and to persons authorized by this Stipulation.

10. This Stipulation does not impose any duty or obligation on the part of the Court, court personnel, or court reporters to return Protected Information that has become part of the record in this case.

11. The Parties agree to be bound by this Stipulation as of the date signed by their counsel below, regardless of the date this Stipulation is made an order of the Court.

DATED AND ORDERED at Denver, Colorado, this 8th day of May, 2012.

BY THE COURT:



Michael E. Hegarty
United States Magistrate Judge

Respectfully submitted this 4th day of May, 2012.

MARKUS WILLIAMS
YOUNG & ZIMMERMANN LLC

s/: Jennifer Salisbury _____

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ATTORNEYS FOR FEDERAL DEPOSIT
INSURANCE CORPORATION

ARMSTRONG TEASDALE, LLP

s/: Thomas Cummings _____

Thomas Cummings
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ATTORNEYS FOR BUSINESS BANK OF ST.
LOUIS

CONFIDENTIALITY AGREEMENT

I hereby acknowledge that I am about to receive information supplied by The Business Bank of St. Louis (“BBSTL”) and/or the Federal Deposit Insurance Corporation, in its capacity as Receiver for Colorado Capital Bank (“FDIC-R”) (collectively, “the Parties”) concerning the litigation known as *Business Bank of St. Louis v. Federal Deposit Insurance Corporation in its capacity as Receiver for Colorado Capital Bank*; Case No. 12-cv-00050-WYD-MEH pending in United States District Court for the District of Colorado (“the Litigation”). I have read the Stipulation Regarding Personal and Financial Information (“the Stipulation”) governing the use of the Protected Information produced by the Parties. I agree to be bound by the terms of that Stipulation. I shall not utilize the Protected Information for any purpose other than the Litigation.

At the termination of the Litigation I shall return to counsel for the Disclosing Party all documents, as well as any copies, summaries, or abstracts of documents that constitute or involve Protected Information. I submit to the jurisdiction of the United States District Court for the District of Colorado as necessary to enforce the provisions of the Stipulation and this Confidentiality Agreement.

Printed Name: _____

Signed: _____

Dated: _____