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*Attorneys for Defendants JPMorgan Chase Bank, N.A.,  
Samantha Nelson f/k/a Samantha Kumbaleck,  
Kristofer Nelson, Vikram Dadlani, and Jane Doe Dadlani*

**IN THE SUPERIOR COURT OF THE STATE OF ARIZONA**  
**IN AND FOR THE COUNTY OF MARICOPA**

PETER S. DAVIS, as Receiver of DENSCO  
INVESTMENT CORPORATION, an Arizona  
corporation,

Plaintiff,

v.

U.S. BANK, NA. a national banking  
organization; HILDA H. CHAVEZ and JOHN  
DOE CHAVEZ, a married couple; JP  
MORGAN CHASE BANK, N.A., a national  
banking organization; SAMANTHA NELSON  
f/k/a SAMANTHA KUMBALECK and  
KRISTOFER NELSON, a married couple, and  
VIKRAM DADLANI and JANE DOE  
DADLANI, a married couple,

Defendants.

NO. CV2019-011499

**STIPULATION FOR ENTRY OF  
PROTECTIVE ORDER**

(Assigned to the Hon. Daniel Martin)

1 The parties, through undersigned counsel, hereby stipulate and agree that the Court  
2 may enter the accompanying proposed Protective Order to facilitate the parties' and non-  
3 parties' exchange of confidential information and to govern the use of such information.

4 Good cause exists for the entry of the proposed Protective Order as the parties  
5 expect to exchange confidential information, including sensitive and proprietary  
6 information within the meaning of Arizona Rule of Civil Procedure 26(c). The parties  
7 believe that the entry of a protective order would best protect the interests of all parties  
8 involved in this matter. Entry of the proposed Protective Order will also help to facilitate  
9 the exchange of documents and information relevant to this litigation.

10 The parties, through undersigned counsel, have agreed and stipulate to the terms  
11 of the proposed Protective Order, attached hereto as **Exhibit 1**. The parties respectfully  
12 request that the Court enter the proposed Protective Order.

13 DATED this 3rd day of June 2021.

14  
15 GREENBERG TRAURIG, LLP

SNELL & WILMER L.L.P.

16 By: /s/ Nicole M. Goodwin  
17 Nicole M. Goodwin  
18 Attorney for Defendants JPMorgan  
19 Chase Bank, N.A., Samantha Nelson,  
20 Kristofer Nelson, Vikram Dadlani,  
and Jane Doe Dadlani

By: /s/ Gregory J. Marshall  
Gregory J. Marshall  
Amanda Z. Weaver  
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Attorneys for Defendants U.S. Bank  
National Association and Hilda H.  
Chavez

21 OSBORN MALEDON, P.A.

22 By: /s/ Timothy J. Eckstein  
23 Colin F. Campbell  
24 Geoffrey M. T. Sturr  
25 Timothy J. Eckstein  
26 Joseph N. Roth  
27 Attorneys for Plaintiff  
28

1 COPY of the foregoing served via  
2 TurboCourt e-Service and E-Mail  
this 3rd day of June, 2021 to:

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4 Geoffrey M. T. Sturr  
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6 Joseph N. Roth  
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Association and Hilda Chavez*

19 /s/ Carolyn Smith  
20  
21  
22  
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# **EXHIBIT 1**

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*Attorneys for Defendants JPMorgan Chase Bank, N.A.,  
Samantha Nelson f/k/a Samantha Kumbaleck,  
Kristofer Nelson, Vikram Dadlani, and Jane Doe Dadlani*

**IN THE SUPERIOR COURT OF THE STATE OF ARIZONA**  
**IN AND FOR THE COUNTY OF MARICOPA**

PETER S. DAVIS, as Receiver of DENSCO  
INVESTMENT CORPORATION, an Arizona  
corporation,

Plaintiff,

v.

U.S. BANK, NA. a national banking  
organization; HILDA H. CHAVEZ and JOHN  
DOE CHAVEZ, a married couple; JP  
MORGAN CHASE BANK, N.A., a national  
banking organization; SAMANTHA NELSON  
f/k/a SAMANTHA KUMBALECK and  
KRISTOFER NELSON, a married couple, and  
VIKRAM DADLANI and JANE DOE  
DADLANI, a married couple,

Defendants.

NO. CV2019-011499

**[PROPOSED] STIPULATED  
PROTECTIVE ORDER**

(Assigned to the Hon. Daniel Martin)

1 Based upon the stipulation of the parties, and good cause appearing,

2 IT IS HEREBY ORDERED that all discovery in this action shall be governed by  
3 the following protective order (the “Order”):

4 The following Definitions shall apply in this Order:

5 1. DEFINITIONS.

6 1.1 Acknowledgment: Refers to Exhibit A attached hereto, which must  
7 be executed by certain persons prior to the disclosure of “Confidential” or “Highly  
8 Confidential” Material as set forth in Section 5 of this Stipulation and Order.

9 1.2 Action: Case CV2019-011499 pending in the Maricopa County  
10 Superior Court.

11 1.3 “Confidential” Material: Information (regardless of how generated,  
12 stored, or maintained), testimony, or tangible things obtained during discovery in the  
13 Action that the Disclosing Person reasonably and in good faith believes contains or would  
14 disclose non-public, confidential, proprietary, financial, customer, client or commercially  
15 sensitive information, confidential trade secrets or non-public research that requires the  
16 protections provided in this Stipulation and Order, including, but not limited to, any  
17 information that constitutes confidential information under the Arizona Rule of Civil  
18 Procedure 26(c) or applicable laws or regulations. Nothing in this Order shall be used to  
19 imply that any law permits, or does not permit, the production of certain data, regardless  
20 of whether such data is designated as “Confidential.”

21 1.4 Confidential Supervisory Information: Confidential Supervisory  
22 Information includes, but is not limited to, confidential supervisory information of the  
23 Board of Governors of the Federal Reserve System as set forth in 12 C.F.R. § 261.2(c),  
24 non-public information of the Office of the Comptroller of the Currency or the former  
25 Office of Thrift Supervision as set forth in 12 C.F.R. § 4.32(b), exempt information of the  
26 Federal Deposit Insurance Corporation as set forth in 12 C.F.R. §§ 309.2, 309.5, and  
27 309.6, and confidential information of the Consumer Financial Protection Board as set  
28 forth in 12 C.F.R. § 1070.2, and any other records concerning supervision, regulation,

1 and examination of banks, savings associations, their holding companies and affiliates,  
2 and records compiled in connection with the enforcement responsibilities of federal and  
3 state financial regulatory agencies that is not permitted to be disclosed to a third party  
4 absent consent of the applicable regulator or government agency. Confidential  
5 Supervisory Information also includes information that current and former employees,  
6 officers, and agents of federal financial regulatory agencies obtained in their official  
7 capacities. Confidential Supervisory Information shall be deemed to include all copies,  
8 abstracts, excerpts, analyses, or other writings or documents that contain, reflect, or  
9 disclose Confidential Supervisory Information.

10 1.5 Counsel (without qualifier): Outside Counsel and In-House Counsel  
11 (as well as their support staff).

12 1.6 Disclosing Person: A Party or a non-party that produces Discovery  
13 Material in the Action.

14 1.7 Discovery Material(s): All information of any kind provided in the  
15 course of discovery in the Action, including without limitation documents, electronic  
16 files, trade data, written discovery responses, deposition testimony, and deposition  
17 exhibits. Information copied or extracted from Discovery Material, as well as all copies,  
18 excerpts, summaries, or compilations thereof, shall constitute Discovery Material. Any  
19 information obtained through means outside the court's discovery processes, such as  
20 through independent investigation, shall not constitute Discovery Material. Any person  
21 subject to this Stipulation and Order who receives from any other person any Discovery  
22 Material shall not disclose said Discovery Material to anyone else except as expressly  
23 permitted hereunder.

24 1.8 Expert: A person who is not an owner, director, officer, or employee  
25 of a Party, who has specialized knowledge or experience in a matter pertinent to this  
26 litigation, who has been retained by a Party or its Counsel to serve as an expert witness  
27 or as a consultant in the prosecution or defense of the Action, including his or her  
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1 employees and support personnel. This definition includes, without limitation,  
2 professional jury or trial consultants retained in connection with the Action.

3 1.9 Highly Confidential Material: Discovery Material that U.S. Bank  
4 N.A. or JPMorgan Chase Bank, N.A. reasonably and in good faith believes contains  
5 material regarding sensitive and private personal identifying information, confidential  
6 trade secrets, employee personnel files of current or former employees, compensation or  
7 payroll information of current or former employees, confidential client or customer  
8 account information, and other commercial or financial information the disclosure of  
9 which to another defendant or non-party would create a substantial risk of causing U.S.  
10 Bank N.A. or JPMorgan Chase Bank, N.A. or its employees, customers or clients, to  
11 suffer monetary or non-monetary injury or competitive or commercial disadvantage.

12 1.10 In-House Counsel: Attorneys, paralegals, and other legal department  
13 personnel who are employees of a Party, to whom disclosure of Discovery Material is  
14 reasonably necessary for this litigation.

15 1.11 Outside Counsel: Attorneys, paralegals, and other law firm  
16 personnel, employees and contractors who are not employees of a Party but who are  
17 retained to represent or advise a Party in the Action.

18 1.12 Party: Any party to this action, including all of its officers, directors,  
19 employees, consultants, support staff retained experts, and outside counsel (and their  
20 support staff).

21 1.13 Principal: An owner, officer, or executive of any Party whose  
22 identity as an owner, officer, or executive has been disclosed to all other Parties.

23 1.14 Professional Vendors: Persons or entities employed by the Parties or  
24 their Counsel to assist in the Action that provide litigation or trial support services (*e.g.*,  
25 photocopying; data processing; graphic production; videotaping; translating; preparing  
26 exhibits or demonstrations; organizing, storing, or retrieving data in any form or medium;  
27 mock jurors; investigators) and their employees and subcontractors.  
28



1                   1.15   Protected Material: Any Discovery Material that is designated as  
2   “Confidential” or “Highly Confidential.”

3                   1.16   Receiving Party: A Party that receives Discovery Material from a  
4   Disclosing Person in the Action.

5                   1.17   SAR Related Material: Any Discovery Material that, pursuant to 31  
6   U.S.C. 5318(g)(2)(A)(1), 31 C.F.R. § 1020.320, 12 C.F.R § 21.11, Section 314(a) of the  
7   PATRIOT ACT, 12 U.S.C. §§ 3414(a)(3) and 5(D) or any other applicable laws or  
8   regulations concerning potential suspicious activity, is not permitted to be produced.

9                   2.       LIMITATION ON USE OF DISCOVERY MATERIAL. All Discovery  
10   Material produced or disclosed in connection with the Action shall be used solely for the  
11   prosecution or the defense of the Action (including any attempted settlement thereof or  
12   appeal therefrom), or the enforcement of insurance rights with respect to the Action, and  
13   for no other purpose whatsoever, including use in other legal actions, present or future.

14                   3.       DESIGNATING DISCOVERY MATERIAL.

15                   3.1   Initial Designation. Any Disclosing Person may, subject to the  
16   provisions of this Stipulation and Order, designate Discovery Material as  
17   “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL.” A Disclosing Person shall apply  
18   a confidentiality designation only when the party has a reasonable, good faith basis that  
19   the information so designated constitutes “CONFIDENTIAL” or “HIGHLY  
20   CONFIDENTIAL” material. The protections conferred by this Stipulation and Order  
21   cover not only the protected information itself, but also any information copied or  
22   extracted therefrom, as well as copies, excerpts, summaries, or compilations thereof, plus  
23   testimony, conversations, or presentations by Parties or Counsel to the Court or in other  
24   settings that might disclose Protected Material to persons not authorized to receive such  
25   material.

26                   3.2   Manner and Timing of Designations. Except as otherwise provided  
27   in this Stipulation and Order or as otherwise stipulated or ordered, Discovery Material  
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1 must be designated for protection under this Stipulation and Order by clearly designating  
2 the material before it is disclosed or produced.

3 3.3 The designation of materials as either “CONFIDENTIAL” or  
4 “HIGHLY CONFIDENTIAL” shall be made as follows:

5 3.3.1. For ESI, whenever possible, by imprinting  
6 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL” on the face of each page of a  
7 document so designated. If imprinting on the face of the document is not possible, then  
8 by (1) affixing a stamp with “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL” on  
9 the medium on which the electronic data is stored when copies are delivered to a  
10 Receiving Party; and (2) designating the production as “CONFIDENTIAL” or “HIGHLY  
11 CONFIDENTIAL” in the transmittal cover letter.

12 3.3.2. For produced documents, by imprinting the words  
13 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL” on the face of each page of a  
14 document so designated or in a similarly conspicuous location for non-document  
15 materials.

16 3.3.3. For written discovery responses, by imprinting the words  
17 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL” next to or above any response to  
18 a discovery request or on each page of a response.

19 3.3.4. For depositions, within thirty (30) days after receipt of the  
20 transcript or recording of such deposition or other pretrial or trial proceeding, the offering  
21 or sponsoring Party may designate portions of such transcript or recording or any portion  
22 or portions thereof as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL” by notifying  
23 all other Parties, in writing, of the specific pages and lines of the transcript or recording  
24 that should be treated as Confidential Material or Highly Confidential Material. All  
25 transcripts or recordings of depositions shall be treated as “HIGHLY CONFIDENTIAL”  
26 for thirty (30) days after receipt of the transcript or recording or until written notice of a  
27 designation is received, whichever occurs first, unless the Parties agree otherwise.  
28

1 3.3.5. For all other Discovery Material, by placing or affixing on  
2 each page of such material (in such manner as will not interfere with the legibility thereof)  
3 a “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL” designation.

4 3.4 Inadvertent Failure to Identify Materials as “Confidential” OR  
5 “Highly Confidential”. Any Disclosing Person who inadvertently fails to identify  
6 Discovery Material as “Confidential” or “Highly Confidential” shall have fifteen (15)  
7 business days from the discovery of its oversight to correct its failure. Such failure shall  
8 be corrected by providing the Receiving Party written notice of the error and producing  
9 substitute copies of the inadvertently produced Discovery Material with the correct  
10 designation. The Receiving Party shall thereafter treat the information as Confidential  
11 Discovery Material or Highly Confidential Discovery Material and shall take reasonable  
12 steps to return or destroy all prior copies of such inadvertently produced Discovery  
13 Material. To the extent such information may have been disclosed to anyone not  
14 authorized to receive Confidential Discovery Material or Highly Confidential Discovery  
15 Material under the terms of this Stipulation and Order, the Receiving Party shall make  
16 reasonable efforts to retrieve the Discovery Material promptly and to avoid any further  
17 disclosure.

18 3.5 De-Designations. If it comes to a Party’s attention that any  
19 Discovery Material that it designated for protection does not qualify for protection at all  
20 or does not qualify for the level of protection initially asserted, that Party must promptly  
21 notify all other Parties that it is withdrawing the mistaken designation.

22 4. DISCLOSURE OF DISCOVERY MATERIAL PROTECTED BY THE  
23 ATTORNEY-CLIENT PRIVILEGE, WORK PRODUCT DOCTRINE, FEDERAL OR  
24 STATE LAW OR REGULATION, OR FOREIGN LAW.

25 4.1 This Stipulation and Order is without prejudice to any Disclosing  
26 Person’s right to assert that any Discovery Material is subject to any applicable claim of  
27 privilege or protection, including, but not limited to, the attorney-client privilege and the  
28 work product doctrine, or is subject to any federal or state laws or regulations prohibiting

1 the disclosure of such material (including material that constitutes Confidential  
2 Supervisory Information or SAR Related Material), and is without prejudice to any  
3 Party's right to contest such a claim of privilege or protection.

4           4.2 Consistent with Arizona Rule of Evidence 502(d), if a Party or non-  
5 party notifies any other Party that it disclosed Discovery Material that is (a) protected  
6 from disclosure under the attorney-client privilege, the work product doctrine, any other  
7 applicable privilege or immunity, or that is subject to any federal or state laws or  
8 regulations prohibiting the disclosure of such material (including material that constitutes  
9 Confidential Supervisory Information or SAR Related Material) ("Privileged Material")  
10 and requests that such Discovery Material be returned, redacted, or destroyed, the  
11 disclosure shall not by itself be deemed a waiver in whole or in part of the applicable  
12 privilege or protection, either as to the specific material or information disclosed or as to  
13 any of the material or information relating thereto or on the same or related subject matter.

14           4.3 If a Disclosing Person believes that Privileged Material was  
15 inadvertently produced, that Disclosing Person shall notify in writing any Party to which  
16 it produced the material of the claim of privilege or protection and the basis for such claim  
17 to the extent required by Arizona Rule of Civil Procedure 26 (a "Privileged Material  
18 Notice"). When appropriate, the Disclosing Person will produce a redacted version of  
19 such Discovery Material to the Receiving Party.

20           4.3.1. Subject to the provisions below in this paragraph, within ten  
21 (10) business days of receipt of a Privileged Material Notice, any Party to which the  
22 Privileged Material was produced shall provide a certification of Counsel that all such  
23 disclosed Discovery Material (and any copies thereof) has been sequestered (as provided  
24 below), returned, or destroyed, and shall not use such items for any purpose until further  
25 order of the Court. Notwithstanding the foregoing, a Receiving Party may sequester a  
26 copy of relevant Privileged Material in a secure medium that is segregated from any  
27 general document depositories that such Receiving Party has established, for purposes of  
28

1 evaluating the claim of privilege and may promptly present the information to the court  
2 under seal for a determination of the claim.

3 4.3.2. If the Receiving Party determines that it has received  
4 Discovery Material that constitutes Privileged Material, the Receiving Party shall destroy  
5 or return all copies of such Discovery Material to the Disclosing Person within ten (10)  
6 business days of the discovery of such information and after Disclosing Person has  
7 produced a redacted version of such Discovery Material, shall provide a certification of  
8 Counsel that all such disclosed Discovery Material (and any copies thereof) has been  
9 returned or destroyed, and shall not use such items for any purpose until further order of  
10 the Court. When appropriate, the Disclosing Person will provide a redacted version of  
11 such Discovery Material to the Receiving Party.

12 4.3.3. Should the Receiving Party to which any Privileged Material  
13 was produced seek to challenge the designation of such material as privileged or  
14 protected, it shall notify the Disclosing Person in writing and shall not use or disclose the  
15 material until the claim is resolved. Following the receipt of any objection, the objecting  
16 Party and the Disclosing Person shall meet and confer in an effort to resolve any  
17 disagreement regarding the Disclosing Person's designation of the material as privileged  
18 or protected. If the parties cannot resolve their disagreement, the objecting Party shall  
19 promptly present the issue to the Court for a determination of the Disclosing Person's  
20 claim of privilege or protection. The production of Privileged Material, whether  
21 inadvertent or otherwise, shall not itself serve as the basis of the motion. While any such  
22 motion is pending, the Discovery Material subject to that motion will be treated as  
23 privileged or protected until the Court rules. If the Court determines that such material is  
24 privileged or protected, the Receiving Party shall (to the extent it has not already done  
25 so), return or destroy such disclosed Privileged Material and all copies thereof within (5)  
26 five business days of the Court's ruling.

1           5.     ACCESS TO AND USE OF PROTECTED MATERIAL.

2                 5.1     Disclosure of Confidential Material: Unless otherwise ordered by  
3 the Court or permitted in writing by the Disclosing Person, a Receiving Party may  
4 disclose any information or item designated as “Confidential” only to the following  
5 persons:

6                         5.1.1. The Court and court personnel in the Action and any appellate  
7 court in the Action.

8                         5.1.2. The Receiving Party’s Outside Counsel to whom it is  
9 reasonably necessary to disclose the information for the Action and their legal, clerical,  
10 or support staff, including temporary or contract staff.

11                        5.1.3. The Receiving Party’s In-House Counsel to whom it is  
12 reasonably necessary to disclose the information for the Action.

13                        5.1.4. The Parties’ insurers and insurers’ counsel participating in  
14 matters relating to the Action and their legal, clerical, or support staff, including  
15 temporary or contract staff.

16                        5.1.5. The Receiving Party’s Principals, and as for the Plaintiff  
17 Receiver, support staff working on the case.

18                        5.1.6. Professional court reporters, their staffs, video operators  
19 transcribing depositions or testimony in the Action, and Professional Vendors to whom  
20 disclosure is reasonably necessary for the Action.

21                        5.1.7. Persons who Counsel have a good faith basis to believe are  
22 authors or recipients (including those referenced as “cc” or “bcc” recipients on a  
23 document (collectively, “cc’s”)) of the Confidential Discovery Material or who had  
24 access to or the authority to access or obtain such Confidential Discovery Material in the  
25 normal or authorized course of business (including but not limited to such Person’s  
26 supervisor(s) at or after the time the material was created).

27                        5.1.8. Any person who is a current employee of the Disclosing  
28 Person.

1                   5.1.9. Any witness who is called, or who Counsel for a Party in good  
2 faith believes may be called, to testify at trial or deposition in the Action, provided that  
3 (1) the testimony of such person has been duly noticed, or such person has been identified  
4 as a person with knowledge in a party's initial disclosures or responses to interrogatories,  
5 or has been listed on a party's pre-trial witness list; and (2) such person has executed the  
6 Acknowledgment.

7                   5.1.10. Any Expert to whom disclosure is reasonably necessary for  
8 the Action, provided that the Expert has first executed the Acknowledgment, and further  
9 provided that the portion(s) of any report created by such Expert that relies on or  
10 incorporates Confidential Discovery Material shall be designated as "CONFIDENTIAL"  
11 by the party responsible for its creation.

12                  5.1.11. Any mediator or arbitrator engaged by the Parties to the  
13 Action, provided such person has first executed the Acknowledgment.

14                  5.1.12. Any other person or entity who Counsel for the Disclosing  
15 Person agrees, after conferring in good faith, should have access to Confidential  
16 Discovery Material or who, upon motion with good cause shown, or upon application  
17 made by a Party (including by application made in the course of a deposition where the  
18 ability to show such material to the deponent is at issue), the Court orders may have  
19 access.

20                  5.1.13. Any disclosure permitted by this Section may be made only  
21 to the extent reasonably necessary to prosecute or defend the Action.

22                  5.2    Disclosure of "Highly Confidential" Material. Unless otherwise  
23 ordered by the Court or permitted in writing by the Disclosing Person, a Receiving Party  
24 may disclose any information or items designated as "Highly Confidential" only to the  
25 following persons:

26                  5.2.1. The Court and court personnel in the Action and any appellate  
27 court in the Action.

1                   5.2.2. The Receiving Party's Outside Counsel to whom it is  
2 reasonably necessary to disclose the information for the Action and their legal, clerical,  
3 or support staff, including temporary or contract staff.

4                   5.2.3. If agreed to by the Disclosing Party, the Receiving Party's In-  
5 House Counsel to whom it is reasonably necessary to disclose the information for the  
6 Action.

7                   5.2.4. The Parties' insurers and insurers' counsel participating in  
8 matters relating to the Action and their legal, clerical, or support staff, including  
9 temporary or contract staff.

10                  5.2.5. Professional court reporters, stenographers, video operators  
11 transcribing depositions or testimony in the Action, and Professional Vendors to whom  
12 disclosure is reasonably necessary for the Action.

13                  5.2.6. Any person who authored or previously received the Highly  
14 Confidential Discovery Material.

15                  5.2.7. During the conduct of or in preparation for their depositions,  
16 to anyone who is a current employee of the Disclosing Person, provided that such person  
17 has executed the Acknowledgment;

18                  5.2.8. Any Expert to whom disclosure is reasonably necessary for  
19 the Action, provided that the Expert has first executed the Acknowledgment, and further  
20 provided that the portion(s) of any report created by such Expert that relies on or  
21 incorporates Highly Confidential Discovery Material shall be designated as "HIGHLY  
22 CONFIDENTIAL" by the party responsible for its creation.

23                  5.2.9. Any mediator or arbitrator engaged by the Parties to the  
24 Action, provided such person has first executed the Acknowledgment.

25                  5.2.10. Any person or entity who Counsel for the Disclosing Person  
26 agrees, after conferring in good faith, should have access to Highly Confidential  
27 Discovery Material or who, upon motion with good cause shown, or upon application  
28 made by a Party (including by application made in the course of a deposition where the



1 ability to show such material to the deponent is at issue), the Court orders may have  
2 access.

3 5.2.11. Any disclosure permitted by this section may be made only  
4 to the extent reasonably necessary to prosecute or defend the Action.

5 5.2.12. The restrictions on disclosure of materials and/or items  
6 designated as “Highly Confidential” shall not apply to the Plaintiff Receiver, and the  
7 Plaintiff Receiver and his counsel shall treat materials and items designated as “Highly  
8 Confidential” as if they were designated “Confidential.”

9 5.3 Responsibility for Compliance. Counsel for the Party that discloses  
10 “Confidential” or “Highly Confidential” Discovery Material shall be responsible for  
11 assuring compliance with the terms of this Stipulation and Order with respect to persons  
12 to whom such “Confidential” or “Highly Confidential” Discovery Material is disclosed  
13 and shall obtain and retain the original Acknowledgements executed by qualified  
14 recipients of “Confidential” or “Highly Confidential” Discovery Material (if such  
15 execution is required by the terms of this Stipulation and Order).

16 6. COURT FILINGS. Any Receiving Party who seeks to file with the Court  
17 any Discovery Materials that have previously been designated by any Producing Party as  
18 “Confidential” or “Highly Confidential,” shall either (a) obtain the Producing Party’s  
19 permission to remove the “Confidential” or “Highly Confidential” designation for the  
20 Discovery Material, or (b) comply with the requirements of Rule 5.4 of the Arizona Rules  
21 of Civil Procedure.

22 7. PROTECTED MATERIAL SUBPOENAED OR ORDERED  
23 PRODUCED IN OTHER LITIGATION.

24 7.1 If, at any time, any Discovery Material governed by this Stipulation  
25 and Order are subpoenaed from any Party other than the Disclosing Person by any court,  
26 administrative or legislative body, or by any other person or entity purporting to have  
27 authority to require the production thereof, the Party to which the subpoena is directed  
28 shall, to the extent permitted by applicable law and the rules and requirements of any

1 relevant governmental or regulatory authority, promptly, and in no event more than five  
2 (5) business days after receipt of the subpoena, if reasonably practicable, give written  
3 notice to the relevant Disclosing Person and must include a copy of the subpoena or  
4 request.

5           7.2     The Party to whom the subpoena is directed also must immediately  
6 inform in writing the person who caused the subpoena to issue that some or all of the  
7 material covered by the subpoena is the subject of this Stipulation and Order and deliver  
8 a copy of this Stipulation and Order promptly to the person who caused the issuance of  
9 the subpoena, unless the person who caused the subpoena to issue is a government or  
10 regulatory agency.

11           7.3     To the extent permitted by law, the Party to whom the subpoena is  
12 directed shall not produce material for at least ten (10) business days after notice of the  
13 subpoena is provided to the Disclosing Person in order to provide the Disclosing Person  
14 a reasonable period of time in which to seek to quash, limit or object to the subpoena, or  
15 to move for any protection for the Discovery Material.

16           7.4     If the Party to whom the subpoena is directed is compelled by  
17 applicable law or a court order to respond to the subpoena or request in less than ten  
18 business (10) days, that Party shall, to the extent permitted by law, notify the Disclosing  
19 Person of this fact. In no event shall such Discovery Material subject to this Order and  
20 Stipulation be produced to a third party by a Party pursuant to a subpoena without  
21 providing the Disclosing Person an opportunity to quash, limit or object, absent a court  
22 order to do so or as otherwise required by law. In the event that Discovery Material  
23 designated as “Confidential” or “Highly Confidential” under this Order and Stipulation  
24 is produced in response to a subpoena, the recipient of the subpoena shall take  
25 commercially reasonable steps to ensure that the protections afforded under this Order  
26 and Stipulation shall continue to apply to such Discovery Material.

27           7.5     The purpose of imposing these duties is to alert the interested parties  
28 to the existence of this Stipulation and Order and to afford the Disclosing Person an

1 opportunity to protect its confidentiality interest in the court from which the subpoena or  
2 order is issued. The Disclosing Person shall bear all responsibility for any objections to  
3 the production of such Discovery Material, except that a Party receiving any subpoena  
4 shall not voluntarily make any production to a third party of a Disclosing Person's  
5 "Confidential" or "Highly Confidential" Discovery Material until resolution of any  
6 objections interposed by the Disclosing Person, unless compelled by court order issued  
7 after giving notice to the Disclosing Person or otherwise required by law. Nothing in this  
8 Stipulation and Order shall be construed as authorizing or requiring a Party or non-party  
9 to disobey any law, court order, or information request or subpoena from any federal,  
10 state, or foreign regulatory agency or self-regulatory organization requiring the  
11 production of Discovery Material, or as limiting the authority of the Court.

12 8. CHALLENGES TO DESIGNATIONS.

13 8.1 Entry of this Stipulation and Order shall be without prejudice to any  
14 Party's motion for relief from or the modification of the provisions hereof or to any other  
15 motion relating to the production, exchange, or use of any document or ESI, or other  
16 information in the course of the Action. If, at any time, a Party objects to a designation  
17 of Discovery Material as "Confidential" or "Highly Confidential," that Party shall notify  
18 the Disclosing Person (or the designating Party, as applicable), in writing, of its  
19 disagreement and specifically identify the information in dispute.

20 8.2 Following receipt of the written notification under section 8.1 of this  
21 Stipulation and Order, counsel for the Disclosing Person (or the designating Party, as  
22 applicable) and the Party challenging the designation shall meet and confer in an effort to  
23 resolve any disagreement. If, despite their good faith effort, the Parties do not resolve  
24 their disagreement within ten (10) days of the Disclosing Person's or Receiving Party's  
25 receipt of the written notice, any Party contesting the designation may thereafter apply to  
26 the Court on notice, consistent with the governing local rules and individual practices of  
27 the assigned judge, on the propriety of the designation.  
28

1           8.3     Where a Party challenges a designation of “Confidential” or “Highly  
2 Confidential” as a result of such a designation, the challenging Party must initiate the  
3 motion before the Court, but it is the burden of the Disclosing Person (or the designating  
4 Party, as applicable) seeking protection under this order to demonstrate that the  
5 designation is appropriate.

6           8.4     Until the Receiving Party applies to the Court for a ruling on the  
7 designation and until the Court rules on that motion, the Discovery Material in question  
8 will be treated as “Confidential” or “Highly Confidential” under this Stipulation and  
9 Order, and a challenge under this section shall not affect a Party’s right of access to  
10 “Confidential” or “Highly Confidential” Discovery Material or to disclose information as  
11 provided for in this Stipulation and Order. A Party does not by itself waive its right to  
12 challenge a “Confidential” or “Highly Confidential” designation by not electing to mount  
13 a challenge promptly after the original designation is made.

14           9.     INADVERTENT DISCLOSURE OF PROTECTED MATERIAL BY  
15 RECEIVING PARTY. If a Receiving Party learns that, by inadvertence, it has disclosed  
16 Protected Material to any person or in any circumstance not authorized under this  
17 Stipulation and Order, the Receiving Party must immediately (a) notify in writing the  
18 Disclosing Person of the unauthorized disclosures; (b) use its best efforts to retrieve all  
19 copies of the Protected Material; (c) inform the person or persons to whom unauthorized  
20 disclosures were made of all the terms of this Stipulation and Order; and (d) request such  
21 person or persons to execute the Acknowledgement.

22           10.    USE AND DISCLOSURE OF INDEPENDENTLY OBTAINED  
23 INFORMATION. Nothing herein shall impose any restriction on the use or disclosure by  
24 a Party or its agent of its own information, or of publicly available information, or of  
25 information lawfully available to that party, or of information that lawfully came into the  
26 possession of the Party independent of any disclosure of Discovery Material made in the  
27 Action.  
28

1 The Receiver, pursuant to and consistent with a Court Order in the Receivership  
2 case, maintains a document depository of materials collected in various cases related to  
3 the Receivership. For example, the Defendant Banks produced documents to the  
4 Receiver which are in the document depository. This protective order does not apply to  
5 previously produced documents to the Receiver which are located in the document  
6 depository and were not part of any then existing protective order.

7 The Receiver maintains a public website regarding the various cases related to the  
8 Receivership. Materials not under a protective order may be posted on the website.  
9 Nothing in this Order precludes the Receiver from posting relevant material on its website  
10 that are not under a protective order.

11 The Receiver is required to file reports to the Court as to the status of matters under  
12 the Receivership. As to these reports, the Receiver will not reproduce in the report or  
13 include as an attachment a “Confidential” or “Highly Confidential” document under the  
14 protective order. This protective order does not apply to either legal or factual opinions  
15 the Receiver may express in his reports about the case, so long as such opinions do not  
16 otherwise disclose information and/or materials designated “Confidential” or “Highly  
17 Confidential.” These legal or factual opinions will be based upon all documents in the  
18 case, whether marked as “Confidential”/“Highly Confidential” or not. If the Receiver  
19 concludes a document marked as “Confidential” or “Highly Confidential” needs to be  
20 disclosed to the Court or to the DenSco investors, the Receiver may petition the  
21 Receivership Court for disclosure of the document and file the document under seal for  
22 in camera review by the Receivership Court.

23 11. ADVICE TO CLIENT. Nothing in this Stipulation and Order will bar or  
24 otherwise restrict Counsel from rendering advice to his or her client with respect to this  
25 matter or from generally referring to or relying upon “Confidential” or “Highly  
26 Confidential” material in rendering such advice.

27 12. PRE-TRIAL APPLICATION ONLY. This Stipulation and Order shall  
28 apply to pre-trial proceedings in the Action and shall have no application at trial. The

1 Parties agree to confer in good faith on a protective order to govern during trial in the  
2 Action, without waiving any rights to request unsealing of exhibits for trial purposes.  
3 This Stipulation and Order, however, shall remain in effect until such time as a joint  
4 pretrial order to govern trial proceedings is entered.

5 13. DURATION OF ORDER/RETURN OF DISCOVERY MATERIAL. All  
6 provisions of this Stipulation and Order restricting the use of Discovery Material shall  
7 continue to be binding after the conclusion of the Action unless otherwise agreed or  
8 ordered by the Court. Within ninety (90) days of the conclusion of the Action (whether  
9 by entry of a final order of dismissal, judgment, settlement, or disposition on appeal, or  
10 otherwise, and where the time for any further appeals has expired), all Parties in receipt  
11 of Discovery Material in the Action shall make commercially reasonable efforts to either  
12 return such materials and copies thereof to the Disclosing Person or destroy such materials  
13 and certify that fact. The Receiving Party is not required to return or destroy Discovery  
14 Material that (i) is stored on backup storage media made in accordance with regular data  
15 backup procedures for disaster recovery purposes; (ii) is located in the email archive  
16 system or archived electronic files of departed employees; (iii) must be retained pursuant  
17 to the Receiving Party's legal or regulatory retention obligations or (iv) is subject to legal  
18 hold obligations; provided however, that these materials continue to be subject to the  
19 terms of this Stipulation and Order. Backup storage media will not be restored for  
20 purposes of returning or certifying destruction of Discovery Material but such retained  
21 information shall continue to be treated in accordance with the Stipulation and Order.  
22 Counsel of record shall also be permitted to keep a copy of Discovery Material to the  
23 extent that it is incorporated into any pleadings, motions, or other work product. In that  
24 case, counsel of record shall continue to treat the Discovery Material in accordance with  
25 this Stipulation and Order. Upon request, counsel of record shall certify in writing that  
26 they have complied with this section.

27 14. RESERVATION OF RIGHTS. Nothing contained in this Stipulation and  
28 Order or any designation of confidentiality hereunder, or any failure to make such

1 designation, shall be used or characterized by any Party as an admission by another Party.  
2 Nothing in this Stipulation and Order shall be deemed an admission that any particular  
3 information designated as “Confidential” or “Highly Confidential” is entitled to  
4 protection under the Stipulation and Order, Arizona Rule of Civil Procedure 26(c), or any  
5 other law. Nothing in this Stipulation and Order shall be construed as granting any person  
6 or entity a right to receive specific “Confidential” or “Highly Confidential” information  
7 where a court has entered an order precluding that person or entity from obtaining access  
8 to that information. The Parties specifically reserve the right to challenge the designation  
9 of any particular information as “Confidential” or “Highly Confidential” and agree that  
10 by stipulating to entry of this Stipulation and Order, no Party waives any right it otherwise  
11 would have to object to disclosing or producing any information or item on any ground  
12 not addressed in this Stipulation and Order. Nothing in this Stipulation and Order shall  
13 affect the right of any party or non-party to oppose any request for discovery or any  
14 ground permitted by the Arizona Rules of Civil Procedure or any other applicable law,  
15 and no party shall be deemed by virtue of this Order to have waived any right it otherwise  
16 would have to object to disclosing or producing any matter on any such ground.  
17 Similarly, no Party waives any right to object on any ground to introduction or use as  
18 evidence of any of the Discovery Material covered by this Stipulation and Order.

19 15. STANDARD OF CARE.

20 15.1 The recipient of any Discovery Material shall maintain such material  
21 in a secure and safe area and shall exercise a standard of due and proper care with respect  
22 to the storage, custody, use, and/or dissemination sufficient to safeguard against  
23 unauthorized or inadvertent disclosure of such material. Discovery Material shall not be  
24 copied, reproduced, extracted or abstracted, except to the extent that such copying,  
25 reproduction, extraction or abstraction is reasonably necessary for the conduct of the  
26 Action. Copying documents into an electronic database for litigation support is a  
27 reasonably necessary adjunct to litigation. All such copies, reproductions, extractions,  
28

1 and abstractions shall be subject to the terms of this Stipulation and Order and labeled in  
2 the same manner as the designated material on which they are based.

3 15.2 In addition, the recipient of “Confidential” or “Highly Confidential”  
4 Discovery Materials shall protect these materials with the same degree of care that they  
5 use to protect and safeguard their own like information. Such measures shall include, but  
6 are not limited to, restricting access to the data to persons employed by Counsel or Experts  
7 who are actively assisting Counsel and Experts in the Action, and ensuring that the data  
8 is not copied, reproduced, extracted or abstracted except to the extent that such acts are  
9 reasonably necessary for the conduct of the Action. Copying documents into an electronic  
10 database for litigation support is a reasonably necessary adjunct to litigation. Any such  
11 copies, reproductions, extractions or abstractions are “Confidential” or “Highly  
12 Confidential” Discovery Materials and are subject to the same restrictions and controls.

13 16. USE AND DISCLOSURE OF OWN INFORMATION. Nothing in this  
14 Stipulation and Order shall be construed to limit any Disclosing Person’s use or disclosure  
15 of its own documents, materials, or information that have been designated as  
16 “Confidential” or “Highly Confidential” pursuant to this Stipulation and Order.

17 17. EFFECT ON OTHER AGREEMENTS. Nothing in this Stipulation and  
18 Order shall be construed to effect, amend, or modify any existing confidentiality  
19 agreements between, or protective orders applicable to, any of the parties hereto. With  
20 respect to any documents produced by any Party pursuant to a subpoena in the *Clark Hill*  
21 litigation, such documents will be re-stamped for production and any designations shall  
22 be made under this Order.

23 18. MODIFICATION. This Stipulation and Order may be changed only by  
24 agreement of the parties hereto or by an order of this Court. Except as provided herein,  
25 this Stipulation and Order shall not prejudice the right of any party or non-party hereto to  
26 move the Court to broaden or restrict the rights of access to and use of particular  
27 Discovery Material, or to seek modification of this Stipulation and Order upon notice to  
28 all other Parties and affected non-parties.



1           19. NON-PARTY DISCOVERY.

2           19.1 The Parties shall serve a copy of this Stipulation and Order  
3 simultaneously with any subpoena or other request for documents or information issued  
4 to any non-party in connection with the Action. Any Party may petition the Court to seek  
5 to enforce compliance with any non-party subpoena served in this matter by any other  
6 Party, provided that nothing herein shall be construed to prevent or limit any non-party  
7 from opposing such petition or from petitioning or applying to the Court or other  
8 authorities for protective measures in connection with such non-party subpoenas.

9           19.2 A non-party from which discovery is sought by one or more Parties  
10 to the Action may designate Discovery Material that it produces as “CONFIDENTIAL”  
11 consistent with Section 3 and the other terms of this Stipulation and Order. Under such  
12 circumstances, Discovery Material designated “CONFIDENTIAL” by a non-party shall  
13 be assigned the same protection as Discovery Material so designated by a party that is a  
14 Disclosing Person, and all duties applicable to a Party that is a Disclosing Person under  
15 this Stipulation and Order shall apply to the non-party Disclosing Person.

16           20. NEW PARTIES TO THE ACTION. In the event that additional persons or  
17 entities become parties to the Action, such parties shall not have access to Confidential  
18 or Highly Confidential Material produced by or obtained from any Disclosing Person  
19 until the newly joined parties or their counsel endorse a copy of the Acknowledgement  
20 and file it with the Court.

21           21. COURT RETAINS JURISDICTION. The Court retains jurisdiction even  
22 after final disposition of this litigation to enforce this Stipulation and Order by the  
23 sanctions set forth in Rule 37 of the Arizona Rules of Civil Procedure and any other  
24 sanctions as may be available to the presiding judge, including the power to hold parties  
25 or other violators of this Stipulation and Order in contempt and to make such  
26 amendments, modifications, deletions, and additions to this Stipulation and Order as the  
27 Court may from time to time deem appropriate.  
28

1           22.    GOVERNING LAW. Except to the extent that federal law may be  
2 applicable, this Stipulation and Order is governed by, interpreted under, and construed  
3 and enforced in accordance with the laws of the State of Arizona, without regard to  
4 conflict of law principles.

5           23.    EXECUTION. This Stipulation and Order may be executed in counterparts.  
6 This Stipulation and Order shall become effective as a stipulation as among the executing  
7 Parties immediately upon its execution by such executing Parties.

8  
9  
10           \_\_\_\_\_  
Date

\_\_\_\_\_  
Judge of the Superior Court

**EXHIBIT A**  
**TO PROTECTIVE ORDER**

**IN THE SUPERIOR COURT OF THE STATE OF ARIZONA**  
**IN AND FOR THE COUNTY OF MARICOPA**

PETER S. DAVIS, as Receiver of DENSCO  
INVESTMENT CORPORATION, an Arizona  
corporation,

Plaintiff,

v.

U.S. BANK, NA. a national banking  
organization; HILDA H. CHAVEZ and JOHN  
DOE CHAVEZ, a married couple; JP  
MORGAN CHASE BANK, N.A., a national  
banking organization; SAMANTHA NELSON  
f/k/a SAMANTHA KUMBALECK and  
KRISTOFER NELSON, a married couple, and  
VIKRAM DADLANI and JANE DOE  
DADLANI, a married couple,

Defendants.

NO. CV2019-011499

**AGREEMENT TO BE BOUND BY  
STIPULATED PROTECTIVE  
ORDER**

(Assigned to the Hon. Daniel Martin)

I, \_\_\_\_\_, declare and say that:

1. I am employed as \_\_\_\_\_ by

\_\_\_\_\_.

2. I have read the Stipulated Protective Order (the "Order") entered in

\_\_\_\_\_ and have received a copy of the Order.

3. I promise that I will use any and all "Confidential" information, as defined  
in the Order, given to me only in a manner authorized by the Order.

4. I promise that I will not disclose or discuss such "Confidential" information  
with anyone other than the persons described in the Order.

1           5.       I acknowledge that, by signing this agreement, I am subjecting myself to  
2 the jurisdiction of the Arizona State Superior Court in Maricopa County with respect to  
3 the enforcement of the Order.

4           6.       I understand that any disclosure or use of “Confidential” information in any  
5 manner contrary to the provisions of the Protective Order may subject me to sanctions for  
6 contempt of court.

7           7.       I will return all “Confidential” Materials (as defined in the Order) to the  
8 attorney who provided it to me, upon request of that attorney, and I shall not retain any  
9 copies of said Materials or any information contained within “Confidential” Materials.

10           I declare under penalty of perjury that the foregoing is true and correct.

11  
12           Date: \_\_\_\_\_

13  
14           \_\_\_\_\_  
15           Signature  
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