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11 *Corporation as Receiver for Irwin Union Bank, F.S.B.*

12 **IN THE UNITED STATES BANKRUPTCY COURT**

13 **FOR THE DISTRICT OF ARIZONA**

14 In re:

15 MORTGAGES LTD.,

16 Debtor.

17 Chapter 11 Proceedings

18 Case No. 2:08-bk-07465-RJH

19 **PROTECTIVE ORDER**

20 The Federal Deposit Insurance Corporation, as Receiver for Irwin Union Bank, F.S.B.
21 (“Receiver”) having filed a Motion for Protective Order governing certain documents that are
22 produced or disclosed in response to ML Liquidating Trust’s (“ML Trust”) Bankruptcy Rule
23 2004 discovery requests (“Discovery Requests”) to Irwin Union Bank (“Irwin Union”), and
24 good cause appearing,

25 **IT IS HEREBY ORDERED** that production of any and all confidential and proprietary
26 information in response to ML Trust’s Discovery Requests is granted to the Receiver in this
27 case;

28 **IT IS FURTHER ORDERED** that the information produced by the Receiver in
response to ML Trust’s Discovery Requests shall be subject to the following restrictions:

1. During the litigation of this matter, disclosure of private, trade-secret, privileged,
proprietary and/or confidential information in the Receiver’s possession or control
 (“Confidential Documents”) has or may become necessary.

2. For the purposes of this Order, the term “Document” means all written,
transcribed, recorded or graphic material, including stored material, that the Receiver produces
in response to ML Trust’s Discovery Requests. For the purposes of this Order, “Confidential

1 Information means any information contained in a Confidential Document.

2 3. No party obtaining Documents and/or Confidential Information designated as
3 “CONFIDENTIAL” shall disclose or provide access to any Confidential Information, or any
4 facts contained in any Confidential Information (in part or in whole) to any individual or entity
5 except solely for the purpose of litigating this action. Confidential Information may not be
6 disclosed to any individual other than (a) the parties in connection with active litigation of this
7 action; (b) the partners, associates, secretaries, paralegal assistants and employees of those
8 attorneys to the extent reasonably necessary to render professional services in this action; (c) the
9 outside consultants and/or experts assisting counsel in this action; (d) the court officials involved
10 in this action (including arbitrators, mediators, court reporters and persons operating video
11 recording equipment at depositions); and (e) the persons who may testify in this action, persons
12 noticed for deposition, or persons designated as witnesses only to the extent reasonably
13 necessary in preparing them to testify.

14 4. Any document containing private, trade-secret, confidential, proprietary or
15 financial information may be designated as Confidential Information by marking the word
16 “CONFIDENTIAL” on the face of the document at or prior to the time of production or
17 disclosure. Within thirty (30) days of production, any receiving party may also designate as
18 Confidential Information any document produced by any other party that contains trade-secret,
19 confidential, proprietary or financial information. In the case of depositions or other testimony,
20 a party or its representative may orally designate on the record that certain portions of a witness’
21 testimony shall be deemed Confidential Information pursuant to this Order, or, no later than
22 thirty (30) days after the receipt of the transcript of such testimony, a party may give to the other
23 parties written notice of such designation. When testimony is designated as Confidential
24 Information, the designation must reasonably describe the portions of the testimony that are
25 deemed to be Confidential Information. Confidential Information shall be designated only when
26 a good faith belief exists that the document contains trade secrets, private information,
27 proprietary information, financial information, or other confidential information. Only
28 Confidential Information is entitled to the protections of this Order.

5. All persons to whom Confidential Information is disclosed shall be informed and
shown a copy of, and shall agree to abide by, this Order.

1 6. A party may apply to the Court for a ruling that any Document or Confidential
2 Information which has been produced and designated as Confidential Information is not entitled
3 to protection pursuant to the terms of this Order. The proponent of confidentiality, and the
4 person or entity to whom the confidential information relates, shall be given notice of the
5 application and an opportunity to respond. To maintain confidential status, the proponent of
6 confidentiality must demonstrate by a preponderance of evidence why, under the Federal Rules
7 of Civil Procedure, Bankruptcy Rules and relevant case law, good cause does exist for the
8 Document or Information to be protected as Confidential Information.

9 7. Any and all Confidential Information which is filed with the Court shall be filed
10 under seal and shall remain sealed while in the office of the clerk so long as such remains
11 Confidential Information pursuant to this Order.

12 8. Nothing in this Order shall prevent any party or any other person, for good cause
13 shown, from seeking modification of this Order from objecting to discovery that it believes to be
14 otherwise improper. Nothing in this Order shall prevent any party from requesting that the
15 courtroom be closed and/or that third parties be excluded from the courtroom during portions of
16 proceedings when Confidential Information is addressed.

17 9. Each party is responsible for employing reasonable measures to control, consistent
18 with this Order, the duplication of, access to and distribution of copies of Confidential
19 Information. The parties shall not duplicate, provide access to and/or otherwise communicate
20 any Confidential Information produced or disclosed in this action (including to any other parties
21 now or hereafter named in this action) except for working copies, copies made for filing in
22 Court under seal, and or as otherwise ordered by the Court.

23 10. The terms of this Order shall survive the final termination of this action and shall
24 continue to bind the parties.

25 11. Within thirty (30) days of the final termination of this action as to all parties now
26 and hereafter named, each party shall either destroy or return all Confidential Information,
27 together with any and all copies of any such documents in such party's possession, except that
28 one copy of Confidential Information may be maintained for file purposes, subject to the terms
of this Stipulation.

SIGNED AND DATED ABOVE.