

UNITED STATES DISTRICT COURT
FOR SOUTHERN DISTRICT OF
FLORIDA MIAMI DIVISION

CASE NO. 24-22142-CIV-GAYLES/GOODMAN

**FANNY B. MILLSTEIN and
MARTIN KLEINBART,**

Plaintiffs,

**v.
WELLS FARGO BANK, N.A.,**

Defendant.

UNOPPOSED MOTION FOR ENTRY OF CONFIDENTIALITY ORDER AS TO NON-PARTY FLORIDA OFR'S DISCOVERY RESPONSES BY PLAINTIFFS MILLSTEIN AND KLEINBART, DEFENDANT WELLS FARGO BANK, DANIEL STERMER AS RECEIVER, AND NON-PARTY FLORIDA OFR

Plaintiffs Fanny Millstein and Martin Kleinbart (“Plaintiffs”) and Defendant Wells Fargo Bank, N.A. (“Wells Fargo”) (collectively “Parties”); Receiver Daniel Stermer (“Receiver”) as Plaintiff in the related matter *Stermer et al v. Wells Fargo Bank, N.A.*, Case No. 24-cv-80722 (“*Stermer v. Wells Fargo*”), which is consolidated for discovery purposes with the above styled case; and Non-Party State of Florida, Office of Financial Regulation (“OFR”), which has received discovery requests in the above styled case, move for entry of a stipulated confidentiality order in the form appended hereto as Exhibit A.

BACKGROUND

On September 19, 2024, this Court approved a Confidentiality Stipulation entered into between Plaintiffs Fanny Millstein and Martin Kleinbart and Defendant Wells Fargo Bank, N.A. (“Confidentiality Stipulation”) [D.E. 37]. Non-Party State of Florida, Office of Financial Regulation (“OFR”), has received discovery requests in the above styled case, anticipates that

documents, testimony, or information containing or reflecting confidential, proprietary, and/or personally or commercially sensitive information are likely to be disclosed or produced by OFR in the above styled case and in *Stermer v. Wells Fargo* (the “Cases”). The Parties, the Receiver, and OFR agree that further protections, beyond those contained in the Confidentiality Stipulation between the Parties, are required to safeguard the confidential, proprietary, and/or personally or commercially sensitive information that is likely to be disclosed or produced by OFR in the Cases. Therefore, the Parties, the Receiver, and OFR have agreed to the terms of a stipulated confidentiality order the form appended hereto as Exhibit A.

ARGUMENT

“[P]arties regularly agree, and courts often order, that discovery information will remain private.” *United States v. Anderson*, 799 F.2d 1438, 1441 (11th Cir. 1986); *see also* Fla. R. Civ. P. 1.201(b)(1)(G) (requiring parties in cases administered pursuant to the complex litigation rules to address need for “protective order to facilitate discovery”). Stipulated confidentiality orders are thus routinely “issued with the consent and upon the request of the parties,” and are “intended to expedite the flow of discovery material, promote the prompt resolution of disputes over confidentiality, and facilitate the preservation of material deemed worthy of protection.” *In re Alexander Grant & Co. Litig.*, 820 F.2d 352, 356 (11th Cir. 1987); *see also Zenith Radio Corp. v. Matsushita Elec. Indus. Co., Ltd.*, 529 F. Supp. 866, 889 (E.D. Pa. 1981) (“The propriety and desirability of protective orders securing the confidentiality of documents containing sensitive commercial information that are the subject of discovery in complex cases is too well established to belabor here.”). Here, confidential, proprietary, and/or personally or commercially sensitive information are likely to be disclosed or produced by OFR in the Cases. Therefore, a confidentiality order, governing materials produced by OFR in discovery, is necessary.

CONCLUSION

Based on the foregoing, the Parties, the Receiver, and OFR respectfully request the Court enter a confidentiality order in the form appended hereto as Exhibit A.

Dated: January 21, 2025.

Respectfully submitted,

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CERTIFICATE OF CONFERRAL

Pursuant to Local Rule 7.1(a)(3)(A), I hereby certify that counsel for the movant has conferred with all parties or non-parties who may be affected by the relief sought in this motion in a good faith effort to resolve the issues and no opposition exists.

/s/ Seth Miles

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CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing was served by CM/ECF on January 21, 2025, on all counsel or parties of record on the Service List below.

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EXHIBIT A

UNITED STATES DISTRICT COURT
FOR SOUTHERN DISTRICT OF
FLORIDA MIAMI DIVISION

CASE NO. 24-22142-CIV-GAYLES/GOODMAN

FANNY B. MILLSTEIN and
MARTIN KLEINBART,

Plaintiffs,

v.

WELLS FARGO BANK, N.A.,

Defendant.

**[PROPOSED] CONFIDENTIALITY ORDER AS TO
NON-PARTY FLORIDA OFR'S DISCOVERY RESPONSES
BY PLAINTIFFS MILLSTEIN AND KLEINBART, DEFENDANT WELLS FARGO
BANK, DANIEL STERMER AS RECEIVER, AND NON-PARTY FLORIDA OFR**

Plaintiffs Fanny Millstein and Martin Kleinbart ("Plaintiffs") and Defendant Wells Fargo Bank, N.A. ("Wells Fargo") (collectively "Parties"); Receiver Daniel Stermer ("Receiver") as Plaintiff in the related matter *Stermer et al v. Wells Fargo Bank, N.A.*, Case No. 24-cv-80722 ("*Stermer v. Wells Fargo*"), which is consolidated for discovery purposes with the above styled case; and Non-Party State of Florida, Office of Financial Regulation ("OFR"), which has received discovery requests in the above styled case, collectively anticipate that documents, testimony, or information containing or reflecting confidential, proprietary, and/or personally or commercially sensitive information are likely to be disclosed or produced by OFR in the above styled case and in *Stermer v. Wells*

Fargo (the “Cases”), and have stipulated to the below conditions for treating, obtaining, and using such information.

Pursuant to Rule 26(c) of the Federal Rules of Civil Procedure, the Parties, the Receiver, and the OFR shall abide by the following Confidentiality Stipulation (“Stipulation”) to govern the production and use of confidential information in these Cases solely as to information produced by OFR.

1. PURPOSE.

The Parties and the Receiver may use Protected Material, as defined below, that is disclosed or produced by OFR in connection with the Cases only for prosecuting, defending, or attempting to settle the Cases. Such Protected Material may be disclosed only to the categories of persons and under the conditions described in this Stipulation.

OFR possesses certain records containing consumers’ nonpublic personal information, requested in discovery in the above styled case, and maintains that such records were disclosed and obtained by OFR from Wells Fargo and other financial institutions pursuant to investigative subpoenas issued by OFR during the course OFR’s investigation of an investment program as a government authority, and pursuant to the Gramm-Leach-Bliley Act (“GLBA”), 15 U.S.C.A. § 6802(e)(8). OFR also maintains its redisclosure of the records containing nonpublic personal information in the context of a discovery request to OFR as a non-party is subject to GLBA §§ 6802(c) and (e)(8), in response to “judicial process.”

In its investigation, OFR subpoenaed bank account information held by Wells Fargo and other financial institutions for accounts receiving investors' funds and funds associated with the purchase, sale or funding of viaticated insurance policies by entities now in the state court receivership, under the management of the Receiver. Such records contain Plaintiffs' personal information as well as personal information of other consumers proposed by Plaintiffs' counsel as class members in this proceeding and previously certified as class members in *Millstein v. Marshall Seeman, et al.*, Case No. 21-CV-61179-RAR, which class was also represented by certain members of Plaintiffs' current legal team. Plaintiffs' counsel herein acknowledge their proposed and prior relationship with the class of investors as being "in a fiduciary or representative capacity on behalf investors" as provided in 15 U.S.C.A. § 6802(e)(3)(E), and Plaintiffs' discovery subpoena as "judicial process" as provided in 15 U.S.C.A. § 6802(e)(8).

Plaintiffs' discovery subpoena to OFR includes four document requests, of which three are specifically directed at OFR's interaction with Wells Fargo, as follows:

1. All documents obtained by OFR related to Wells Fargo in OFR's investigation of the Scheme.
2. All communications with Wells Fargo related to OFR's investigation of the Scheme.
3. All documents identifying Agents of Wells Fargo who may possess knowledge relating to the Scheme.

Section 6802(c) of the GLBA, 15 U.S.C.A. §6802(c), *Limits of reuse of information*, provides:

...a nonaffiliated third party that receives from a financial institution

nonpublic personal information under this section shall not, directly or through an affiliate of such receiving third party, disclose such information to any other person that is a nonaffiliated third party of both the financial institution and such receiving third party, unless such disclosure would be lawful if made directly to such other person by the financial institution.

Wells Fargo, through undersigned counsel, herein acknowledges that Wells Fargo's disclosure of information responsive to Document Requests 1-3, to the extent previously provided by Wells Fargo to OFR, would be lawful if made directly by Wells Fargo to Plaintiffs and the Receiver, if such requests by Plaintiffs or the Receiver through "judicial process" had been made directly to Wells Fargo. OFR also maintains that such disclosure under these circumstances is consistent with applicable provisions of Regulation P, *Privacy of Consumer Financial Information*, 12 C.F.R. § 106.11(a)(1)(iii) and (2), addressing *Limits on redisclosure and reuse of information*, and providing: "you may disclose and use information...in the ordinary course of business to carry out the activity covered by the exception under which you received the information" and providing an example of authority to disclose in response to a "properly authorized subpoena."

OFR also maintains additional confidentiality protections are afforded to consumers financial, personal, and medical information as well as to other investigative information obtained by OFR during the course of its investigation, including those protections imposed by The Florida Constitution, Art. 1, § 23, and by Section 517.2015(1) and (2), Florida Statutes. Additionally, pursuant to Section 517.2015(2), Florida Statutes, if confidential information offered in evidence is disclosed in any administrative, civil, or

criminal proceeding, the presiding officer may, in her or his discretion, prevent the disclosure of information which would be confidential pursuant to Section 517.2015(1)(b), Florida Statutes.

Plaintiffs' discovery subpoena includes a fourth Document Request covering a broader request for information obtained during OFR's investigation, as follows:

4. All documents obtained by OFR as part of its investigation of the Scheme.

OFR intends to disclose additional responsive information as to Request 4, unless subject to other claims by OFR of privilege or as a protected matter.

2. DEFINITIONS.

a. "Discovery Material" means all items or information regardless of the medium or manner generated, stored, or maintained (including, among other things, testimony, transcripts, or tangible things) that are produced or disclosed by OFR in connection with discovery or any disclosures in the Cases. Discovery Material does not include publicly available information or information that Plaintiffs, Wells Fargo or the Receiver otherwise possess or obtain.

b. "Parties" means Plaintiffs and Wells Fargo.

c. "Receiver" means Daniel Stermer.

d. "OFR" means the State of Florida, Office of Financial Regulation, a Non-Party in the Cases, and the "Producing Party" of Discovery Material subject to this Agreement.

e “Receiving Party” means each of the Parties or the Receiver, who receives Discovery Material from the OFR.

f “Protected Material” means any Discovery Material that is designated as “CONFIDENTIAL,” as provided for in this Stipulation, as well as any information copied or extracted therefrom, as well as all copies, excerpts, summaries, or compilations thereof, plus testimony, conversations, or presentations by the Parties or their counsel in Court or in any other setting that might reveal such information. Protected Material shall not include materials that have been disseminated to the public or are publicly available.

g “Outside Counsel” means (i) outside counsel who serve as counsel for a Party or the Receiver, and (ii) attorneys associated with such counsel to whom it is reasonably necessary to disclose the information for purposes of litigation in the Cases.

3. DURATION.

After the termination of each of the Cases, the confidentiality obligations imposed by this Stipulation shall remain in effect until the parties agree otherwise in writing or a court order otherwise directs.

4. ACCESS TO AND USE OF PROTECTED MATERIAL.

a Basic Principles. All Protected Material shall be used solely for prosecuting, defending, or attempting to settle the claims in the Cases or any related appellate proceeding and not for any other purpose whatsoever, including without limitation any other litigation or any business or competitive purpose or function.

Protected Material shall not be distributed, disclosed, or made available to anyone except as expressly provided in this Stipulation.

b. Personally Identifying Information. The OFR may produce records in these Cases that contain Personally Identifying Information of the Parties or non-parties, which may include name, mailing address, telephone numbers, email addresses or other personally identifiable information that can be used on its own or with other information to identify, contact or locate an individual (“PII”). The Parties and the Receiver agree that any PII contained in documents produced shall be treated as CONFIDENTIAL, pursuant to the terms of this Stipulation. The Parties further agree that PII may be redacted where required by applicable state or federal law or regulations.

5. DESIGNATING PROTECTED MATERIAL.

a. The OFR may designate Discovery Material “CONFIDENTIAL,” provided that it meets the requirements for such designation as provided for herein. To the extent Discovery Material was previously designated by Wells Fargo as “CONFIDENTIAL,” it shall maintain such designation.

b. Written discovery, documents (which include “electronically stored information,” as that phrase is used in Federal Rule of Civil Procedure 34), and tangible things that meet the requirements for the confidentiality designations may be so designated by placing the appropriate designation on every page of the written material, for which such designation is appropriate, prior to production.

c The Parties, the Receiver, the OFR, and testifying persons or entities may designate all or portions of depositions and other testimony with the appropriate designation by indicating on the record at the time the testimony is given or by sending written notice of which portions of the transcript of the testimony is designated within thirty (30) days of receipt of the final transcript of the testimony. Any Party or the Receiver that wishes to disclose the transcript, or information contained therein before the time within which it may be appropriately designated as Protected Material has passed, may provide written notice of its intent to treat the transcript as non-confidential, after which time, any Party, the Receiver or the OFR that wants to maintain any portion of the transcript as confidential must designate the confidential portions within fourteen (14) days, or else the transcript may be treated as non- confidential. Any designated Discovery Material that is used in the taking of a deposition shall remain subject to the provisions of this Stipulation. In such cases the court reporter shall be informed of this Stipulation.

6. DISCOVERY MATERIAL DESIGNATED AS “CONFIDENTIAL.”

a The Parties, the Receiver, and the OFR, to the extent reasonably possible, must take care to limit any designation under this Stipulation to specific documents that qualify.

b The Parties, the Receiver, and the OFR may designate Discovery Material as “CONFIDENTIAL” if it contains personal financial information or other PII of an individual, or proprietary, and/or trade secret information of an entity.

c. Unless otherwise ordered by the Court, Discovery Material stamped CONFIDENTIAL may be disclosed only to the following:

i. The Court and its personnel, although any documents that are filed with the Court and reference or attach any information or document labeled “CONFIDENTIAL” must be filed pursuant to the Court’s sealing rules.

ii. The Parties themselves and the Receiver, corporate officers, in-house counsel, and key employees of the Parties or the Receiver who have responsibility for directing or assisting litigation counsel in connection with the Cases.

iii. The Parties’ Outside Counsel and the Receiver’s Outside Counsel, their immediate paralegals and staff, and any copying, clerical, or other litigation support services working at the direction of such counsel, paralegals, and staff, unless otherwise agreed.

iv. Any outside expert or consultant retained by the Parties or the Receiver to assist in the Cases, provided that disclosure is only to the extent necessary to perform such work; and provided that such expert or consultant has agreed to be bound by the provisions of the Stipulation by signing a copy of Exhibit A.

v. Court reporters, stenographers and videographers retained to record testimony taken in this action.

vi. Deposition and trial witnesses, and attorneys for witnesses, in the

Cases to whom disclosure is reasonably necessary provided: (1) the deposing Party requests that the witness sign the form attached as Exhibit A hereto; and (2) they will not be permitted to keep any Protected Material unless they sign a copy of Exhibit A, unless otherwise agreed by the Parties, the Receiver, and OFR, or unless ordered by the court.

vii. A vendor hired by a Party or the Receiver to collect documents, host data, maintain a database of electronic data or perform other work related to the collection, review or production of documents in either of the Cases.

viii. Any mediator who is assigned to hear either of the Cases, and his or her staff, subject to their agreement to maintain confidentiality to the same degree as required by this Stipulation.

7. CHALLENGING DESIGNATIONS OF PROTECTED MATERIAL.

a. A Party or the Receiver shall not be obligated to challenge the propriety of any designation of Discovery Material made by the OFR under this Stipulation at the time the designation is made, and a failure to do so shall not preclude a subsequent challenge thereto.

b. Any challenge to a designation of Discovery Material under this Stipulation shall be written, shall be served on Counsel for OFR as the Producing Party and Counsel for Wells Fargo to the extent it originally produced the Discovery Material in question, shall particularly identify the documents or information that the Receiving Party

contends should be differently designated, and the grounds for the objection. Electronic mail shall constitute sufficient service. Thereafter, further protection of such material shall be resolved in accordance with the following procedures:

i. The Receiving Party shall have the burden of conferring either in person, in writing, or by telephone with the OFR as the Producing Party and Counsel for Wells Fargo to the extent it originally produced the Discovery Material in question in a good faith effort to resolve the dispute. The OFR as the Producing Party and/or Wells Fargo to the extent it originally produced the Discovery Material in question shall have the burden of justifying the disputed designation.

ii. Failing agreement, the Parties' or the Receiver's recourse is to file, within five (5) calendar days of the communication of no change to designations, a joint letter with the Court requesting a ruling whether the Discovery Material in question is entitled to protection. The OFR as the Producing Party and/or Wells Fargo to the extent it originally produced the Discovery Material in question shall have the burden of justifying the disputed designation.

iii. Notwithstanding any challenge to a designation, the Discovery Material in question shall continue to be treated as designated under this Stipulation until one of the following occurs: (a) the OFR who designated the Discovery Material (or Wells Fargo to the extent it originally produced the Discovery Material) in question withdraws such designation in writing; or (b) the

Court rules that the Discovery Material in question is not entitled to the designation.

8. SUBPOENAS OR COURT ORDERS.

If at any time a Party or the Receiver receives a subpoena from any court, arbitral, administrative, regulatory or legislative body, requesting Protected Materials, the subpoena recipient shall immediately give prompt written notice thereof to OFR as the producing Party and Wells Fargo to the extent it originally produced the Discovery Material in question and their counsel and shall provide the producing Party with an opportunity to move for a protective order regarding the production of Protected Materials. Nothing in this paragraph should be construed as permitting disclosure of Protected Material to any third party except as expressly provided in this Stipulation.

9. FILING PROTECTED MATERIAL.

a. As applied to documents, materials or other papers filed with the Court that have been designated "CONFIDENTIAL," the Parties and the Receiver shall file such documents (or any portion thereof) under seal by following the protocols for electronic filings in this District. If the Court fails to enter an order allowing a Party or the Receiver to file a particular pleading or document under seal, or if a Party or the Receiver believes that material that has been designated as "CONFIDENTIAL" cannot or should not be sealed, pursuant to the protocols and rules in this District, then the Party or the Receiver shall inform the OFR as the Producing Party and Wells Fargo to the extent it originally produced

the Discovery Material in question. The Parties and the Receiver as applicable will then meet and confer with the OFR and Wells Fargo, in a good faith effort to resolve the dispute. Failing agreement, the OFR as the Producing Party or Wells Fargo to the extent it originally produced the Discovery Material in question objecting to the filing must request a ruling from the Court on whether the Discovery Material in question must be submitted under seal. The OFR as the Producing Party or Wells Fargo to the extent it originally produced the Discovery Material in question shall have the burden of justifying that the materials must be submitted under seal. However, if the OFR as the Producing Party or Wells Fargo to the extent it originally produced the Discovery Material in question fails or is unable to obtain an order from the Court permitting the filing of the pleading or document at issue under seal before the deadline to make such filing, the other Party may proceed with filing the pleading or document in the normal course, and will not be prevented from complying with the filing deadlines set by this Court, the Federal Rules of Civil Procedure, or the Local Rules.

b. The use of Protected Material during the pre-trial hearing shall be determined by agreement of the Parties, the Receiver, and the OFR, or by order of the Court.

10. UNINTENTIONAL DISCLOSURE OF PRIVILEGED MATERIAL.

a. The production of documents (including both paper documents and electronically stored information) subject to protection by the attorney-client, the Bank

Examination privilege, and/or protected by the work-product, joint defense or other similar doctrine, or by another legal privilege protecting information from discovery, shall not constitute a waiver of any privilege or other protection, provided that the OFR as the Producing Party or Wells Fargo to the extent it originally produced the Discovery Material in question, notifies the Receiving Party, in writing, of the production after its discovery of the same.

b. If the OFR as the Producing Party or Wells Fargo to the extent it originally produced the Discovery Material in question notifies the Receiving Party after discovery that privileged materials (hereinafter referred to as the "Identified Materials") have been produced, the Identified Materials and all copies of those materials shall be returned to the OFR as the Producing Party or Wells Fargo to the extent it originally produced the Discovery Material in question or destroyed or deleted, on request of the OFR as the Producing Party or Wells Fargo to the extent it originally produced the Discovery Material in question. If the Receiving Party has any notes or other work product reflecting the contents of the Identified Materials, the Receiving Party will not review or use those materials unless a court later designates the Identified Materials as not privileged or protected.

c. The Identified Materials shall be deleted from any systems used to house the documents, including document review databases, e-rooms and any other location that stores the documents. The Receiving Party may make no use of the Identified

Materials during any aspect of either of the Cases or any other matter, including in depositions or at trial, unless the documents are later designated by a court as not privileged or protected.

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

e. If a Receiving Party is in receipt of a document from OFR as the Producing Party or Wells Fargo to the extent it originally produced the Discovery Material in question which the Receiving Party has reason to believe is privileged, the Receiving Party shall in good faith take reasonable steps to promptly notify the OFR as the Producing Party or Wells Fargo to the extent it originally produced the Discovery Material in question of the production of that document so that the Producing Party may make a determination of whether it wishes to have the documents returned or destroyed pursuant to this Stipulation.

f. Either Party or the Receiver that returns the Identified Materials may move the Court for an order compelling production of some or all of the material returned or destroyed, but the basis for such a motion may not be the fact or circumstances of the production.

g. The Parties, the Receiver, and the OFR agree that this Stipulation is made pursuant to Rule 502(d) of the Federal Rules of Evidence and thus the disclosure of Identified Materials is not a waiver of the privilege in any other federal or state

proceeding.

h. Paragraph 10 above and its subparts do not constitute a concession by any Party or the Receiver that any documents produced by the OFR or Wells Fargo to the extent it originally produced the Discovery Material in question are subject to protection by the attorney-client privilege, the work product doctrine or any other potentially applicable privilege or doctrine. This agreement also is not intended to waive or limit in any way either Party's or the Receiver's right to contest any privilege claims that may be asserted by the OFR or Wells Fargo with respect to any of the documents produced except to the extent stated in the agreement.

11. INADVERTENT FAILURE TO DESIGNATE PROPERLY.

The inadvertent failure by the OFR as the Producing Party or Wells Fargo to the extent it originally produced the Discovery Material in question to designate Discovery Material with the correct confidentiality designation, shall not waive any such designation. If OFR as the Producing Party or Wells Fargo to the extent it originally produced the Discovery Material in question notifies a Receiving Party of an inadvertent failure to designate materials as "CONFIDENTIAL" the OFR as the Producing Party shall reproduce the Protected Material with the correct confidentiality designation within ten (10) days upon its notification to the Receiving Party and the Receiver. Upon receiving the Protected Material with the correct confidentiality designation, the Receiving Party shall destroy all Discovery Material that was not designated properly.

a. A Receiving Party or the Receiver shall not be in breach of this Stipulation for any use of such inadvertently-non-designated or inadvertently-misdesignated Discovery Material before the Receiving Party or the Receiver receives notice of the inadvertent failure to designate. Once a Receiving Party has received notice of the inadvertent failure to designate pursuant to this provision, the Receiving Party shall treat such Discovery Material at the appropriately designated confidentiality level pursuant to the terms of this Stipulation.

12. INADVERTENT DISCLOSURE NOT AUTHORIZED BY ORDER.

a. In the event of a disclosure of any Protected Material provided by OFR as the Producing Party pursuant to this Stipulation, which is made to any person or persons not authorized to receive such disclosure under this Stipulation, the Party or the Receiver responsible for having made such disclosure, and each other Party or the Receiver with knowledge thereof, shall immediately notify counsel for the OFR as the Producing Party and counsel for Wells Fargo to the extent it originally produced the Discovery Material in question, whose Protected Material has been disclosed, and provide to the OFR and/or Wells Fargo's counsel all known relevant information concerning the nature and circumstances of the disclosure. The Party or the Receiver that is responsible for the disclosure shall also promptly take all reasonable measures to retrieve the improperly disclosed Protected Material and to ensure that no further or greater unauthorized disclosure and/or use thereof is made.

b. Unauthorized or inadvertent disclosure does not change the confidential status of Discovery Material or waive the right to hold the disclosed document or information as Protected.

13. FINAL DISPOSITION.

a. Not later than sixty (60) days after the final disposition of each respective Case, the Parties and the Receiver shall return all Discovery Material received from the OFR to counsel for OFR or destroy such Material. For purposes of this Stipulation, “final disposition” occurs after an order, mandate, or dismissal finally terminating the Case, including all appeals

b. All Parties and the Receiver that have received any such Discovery Material shall certify in writing that all such materials have been returned to the respective outside counsel of the OFR or destroyed. Notwithstanding the provisions for return of Discovery Material, outside counsel may retain one set of pleadings, correspondence and attorney and consultant work product (but not document productions) for archival purposes.

14. MISCELLANEOUS.

a. **Right to Further Relief.** Nothing in this Stipulation abridges the right of any person to seek its modification by the Court in the future. By entering into this Stipulation, the OFR does not waive the right to argue that certain material may require additional or different confidentiality protections than those set forth herein.

b. **Termination of Matter and Retention of Jurisdiction.** The Parties, the

Receiver, and the OFR agree that the terms of this Stipulation shall survive and remain in effect after the termination of the Cases.

c Successors. This Stipulation shall be binding upon the Parties, the Receiver, and the OFR, their attorneys, and their successors, executors, personal representatives, administrators, heirs, legal representatives, assigns, subsidiaries, divisions, employees, agents, retained consultants and experts, and any persons or organizations over which they have direct control.

d Right to Assert Other Objections. By entering into this Stipulation, the Parties, the Receiver, and the OFR do not waive any right each otherwise would have to object to disclosing or producing any information or item. Similarly, the Parties, the Receiver, and the OFR do not waive any right to object on any ground or to use in evidence any of the material covered by this Stipulation.

e Actions to Protect Confidential Information. In the event that the Court determines that there is an actual or threatened breach of this Stipulation by the Party or the Receiver who received Protected Material from the OFR, the Parties and the Receiver agree that the OFR as the Producing Party or Wells Fargo to the extent it originally produced the Discovery Material in question would not have an adequate remedy at law and would be entitled to specific performance, and/or injunctive relief, to enforce the terms of this Stipulation, in addition to any other remedy the OFR or Wells Fargo may be entitled at law or in equity.

f Burdens of Proof. Notwithstanding anything to the contrary above, nothing in this Stipulation shall be construed to change the legal standards applicable in disputes regarding whether particular Discovery Material is confidential, which level of confidentiality is appropriate, whether disclosure should be restricted, and if so, what restrictions should apply.

g Modification by Court. This Stipulation is subject to further court order based upon public policy or other considerations, and the Court may modify this Stipulation in the interests of justice. The United States District Court for the Southern District of Florida is responsible for the interpretation and enforcement of this Stipulation. All disputes concerning Protected Material, however designated, produced under the protection of this Stipulation shall be resolved by the United States District Court for the Southern District of Florida.

DONE AND ORDERED this _____ of January, 2025.

Honorable Jonathan Goodman
United States Chief Magistrate Judge