

SHIRLEY WERNER KORNREICH
J.S.C
SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK: COMMERCIAL DIVISION

8/19/14
so ordered:
[Signature]

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THE BANK OF NEW YORK MELLON,
solely as Securities Administrator for J.P.
Morgan Mortgage Acquisition Trust 2006-
WMC4,

Index No. 654464/2012

Plaintiff,

STIPULATION AND ORDER FOR THE
PRODUCTION AND EXCHANGE OF
PROTECTED MATERIAL

v.

WMC MORTGAGE, LLC; J.P. MORGAN
MORTGAGE ACQUISITION
CORPORATION; and J.P. MORGAN
CHASE BANK, N.A.,

Defendants.

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This matter having come before the Court by stipulation of plaintiff, The Bank of New York Mellon, solely as Securities Administrator for J.P. Morgan Mortgage Acquisition Trust 2006-WMC4, and defendants, WMC Mortgage, LLC, J.P. Morgan Mortgage Acquisition Corporation, and J.P. Morgan Chase Bank, N.A. (together, the "Parties"), for the entry of a protective order pursuant to CPLR 3103(a), limiting the review, copying, dissemination and filing of confidential and/or proprietary documents and information to be produced by either Party and their respective counsel or by any non-party in the course of discovery in this matter to the extent set forth below; and the Parties, by, between and among their respective counsel, having stipulated and agreed to the terms set forth herein, and good cause having been shown;

IT IS hereby ORDERED that:

1. This Stipulation is being entered into to facilitate the production, exchange and discovery of documents and information that the Parties agree merit confidential treatment (hereinafter the “Documents” or “Testimony”) in the above-captioned Action (the “Action”).

2. Either Party may designate Documents produced, or Testimony given, in connection with this Action as “confidential” or “highly confidential,” either by notation on the document, the exterior of the container containing the document or data, the metadata of a document, statement on the record of the deposition, written advice to the respective undersigned counsel for the Parties hereto, or by other appropriate means.

3. As used herein:

(a) “Confidential Information” shall mean all Documents and Testimony, and all information contained therein, and other information designated as confidential, if such Documents or Testimony contain trade secrets, proprietary business information, competitively sensitive information, Nonpublic Personal Information (as defined below), or other information the disclosure of which would, in the good faith judgment of the Party designating the material as confidential, be detrimental to the conduct of that Party’s business or the business of any of that Party’s customers or clients. Documents containing Nonpublic Personal Information previously provided to or exchanged among the Parties are deemed “Confidential Information” without respect to whether the documents bear a “confidential” legend.

(b) “Highly Confidential Information” shall mean all Documents and Testimony, and all information contained therein, and other information designated as highly confidential, if such Documents or Testimony contain: (1) trade secrets or other information that the Producing party reasonably believes would result in competitive, commercial or financial harm to it, its personnel, clients or customers were it disclosed to persons identified in paragraph 8(a) or (c); or

(2) material that the Producing party believes in good faith would not otherwise be adequately protected under the procedures set forth herein for Confidential Information. Each Party or non-party that designates Documents or Testimony as highly confidential shall take care to limit any such designation to specific material that qualifies under the appropriate standard. If it comes to the attention of either the Producing party's outside counsel retained specifically for this Action or the Producing party's in-house counsel assigned to this Action that information or items that the Producing party designated for protection as highly confidential do not qualify for the highly confidential designation initially asserted, that Producing party must promptly notify all other Parties that it is withdrawing the highly confidential designation and, if appropriate, may re-designate such items pursuant to paragraph 29.

(c) "Protected Material" shall mean any Documents or Testimony designated as "Confidential Information" or "Highly Confidential Information" under the terms of this Stipulation.

(d) "Producing party" shall mean the parties to this Action and any third-parties producing "Protected Material" in connection with depositions, document production or otherwise, or the party asserting the confidentiality privilege, as the case may be.

(e) "Receiving party" shall mean the Party to this Action and/or any non-party receiving "Protected Material" in connection with depositions, document production or otherwise.

(f) "Nonpublic Personal Information" includes, but is not limited to, any information that constitutes "nonpublic personal information" within the meaning of the Gramm-Leach-Bliley Act, 15 U.S.C. § 6802, et seq. and its implementing regulations, including, but not limited to, any portion of a mortgage loan or servicing file, spreadsheet or other document or data set

that includes financial or credit information for any person (including any credit history, report or score obtained on any such person to determine the individual's eligibility for credit) together with personally identifiable information with respect to such person, including, but not limited to name, address, Social Security number, loan number, telephone number, or place or position of work. As set forth in paragraph 22, this Order authorizes the disclosure of such Nonpublic Personal Information in the Action.

4. Notwithstanding paragraphs 3(a) and 3(b), the following may not be designated as "confidential" or "highly confidential": (i) information that is or becomes generally available to the public other than as a result of a violation of this Order; (ii) information that was already in a Party's possession on a non-confidential basis prior to being produced by a Party; (iii) information that becomes available to a party on a non-confidential and non-supervisory basis if such source was not, to the best of such party's knowledge, subject to any prohibition against transmitting the information to such party; or (iv) information independently developed by such Party without use of Protected Material.

5. To expedite production of voluminous materials, a Producing party may, at its sole option, produce materials without detailed, or any, review to determine whether a privilege or other immunity from discovery applies to some of the documents, subject to the "clawback" procedures in this Order (paragraphs 16-20) or otherwise agreed to. In doing so, the Producing party may designate as "confidential" those collections of documents that by their nature contain Confidential Information notwithstanding that some of the documents within the collection may not qualify for such designation. A Receiving party may at any time challenge the designation of one or more particular documents on the grounds that it or they does not or do not qualify for

protection as Confidential Information. If the Producing party agrees, it must promptly notify all Receiving parties that it is withdrawing or changing the designation.

6. Whenever any Party designates documents, transcripts or other materials as “highly confidential,” the designating Party shall, contemporaneous with the production of the material, or the designation of the material as “highly confidential,” provide written notice (in the form of a cover letter or otherwise) identifying by Bates numbers the materials being designated as “highly confidential.”

7. The Receiving party may, at any time, notify the Producing party that the Receiving party does not concur in the designation of a document or other material as Protected Material. The objecting Party and the Producing party shall, within ten (10) calendar days after service of the written objections, meet and confer concerning the objection. If the Producing party does not agree to declassify such document or material, the Receiving party may move before the Court for an order declassifying those documents or materials. If no such motion is filed, such documents or materials shall continue to be treated as they were originally designated. If such motion is filed, the documents or other materials shall continue to be treated as designated unless and until the Court rules otherwise.

8. Except with the prior written consent of the Producing party or by Order of the Court, Protected Material shall not be furnished, shown or disclosed to any person or entity except to:

a. personnel of plaintiff or defendant actually engaged in assisting in the preparation of this Action for trial or other proceeding herein and who have been advised of their obligations hereunder;

b. counsel for the Parties to this Action (both in-house and outside counsel retained in connection with and/or assigned to this Action) and their associated attorneys, paralegals and other professional personnel (including support staff) who are directly assisting such counsel in the preparation of this Action for trial or other proceeding herein, are under the supervision or control of such counsel, and who have been advised by such counsel of their obligations hereunder;

c. the Receiving party's former officers, directors, and employees to the extent that such disclosure is reasonably necessary for the Action; provided, however, that such Protected Material is furnished, shown or disclosed in accordance with paragraph 12 hereof.

d. expert witnesses or consultants retained by the Parties or their counsel to furnish technical or expert services in connection with this Action or to give testimony with respect to the subject matter of this Action at the trial of this Action or other proceeding herein; provided, however, that such Protected Material is furnished, shown or disclosed in accordance with paragraph 12 hereof;

e. as to any Document, its author, its addressee, and any other person indicated on the face of the Document as having received a copy;

f. the Court and court personnel, if filed in accordance with paragraph 27 hereof;

g. an officer before whom a deposition is taken, including stenographic reporters and any necessary secretarial, clerical or other personnel of such officer, if furnished, shown or disclosed in accordance with paragraph 25 hereof;

h. trial and deposition witnesses, if furnished, shown or disclosed in accordance with paragraphs 12 and 25, respectively, hereof;

i. special masters, mediators, or other third parties who are appointed by the Court or retained by the Parties for settlement purposes or resolution of discovery or other disputes and their necessary personnel;

j. any other person agreed to by the Parties; and

k. any other person as required by law, regulation, the rules of any government agency or self-regulatory organization, or the order of a court of competent jurisdiction.

9. A Receiving party shall not disclose any Protected Material designated by the Producing party as “highly confidential” to any other person whomsoever, except to those persons identified in paragraph 8(b), (d)-(k).

10. Unless otherwise agreed to by the Producing party in writing or ordered by the Court, persons described in paragraph 8(c), (f), (h)-(i), who have been shown Protected Material, shall not retain copies thereof unless required by law or as required by a regulatory authority.

11. Protected Material shall be utilized by the Receiving party and its counsel only for purposes of this litigation and for no other purposes, including, but not limited to, the furtherance of the Receiving party’s business interests or in any administrative, arbitral, regulatory or other judicial proceeding.

12. Before any disclosure of Protected Material is made to an expert witness, consultant or former Party employee pursuant to paragraph 8(c) and (d) hereof, counsel for the Receiving party shall provide the expert, consultant, or former Party employee’s written agreement, in the form of Exhibit A attached hereto, to comply with and be bound by its terms. Counsel for the Party obtaining the certificate shall supply a copy to counsel for the other Party at the time of the disclosure of the information required to be disclosed by CPLR 3101(d) or

upon good cause shown, except that any certificate signed by an expert or consultant who is not expected to be called as a witness at trial is not required to be supplied.

13. If, during a deposition: (a) “Highly Confidential Information” was used or was the subject of testimony, the resulting deposition testimony shall be designated as “highly confidential” for a period of twenty (20) days after a complete copy of the transcript has been provided to the deponent or his or her counsel to give the Parties an opportunity to designate, which information contained in the transcript, if any, is “confidential” or “highly confidential” under this Order; or (b) no “highly confidential” material was used or was the subject of testimony, the resulting deposition testimony shall be designated as “confidential” for a period of twenty (20) days after a complete copy of the transcript has been provided to the deponent or his or her counsel to give the Parties an opportunity to designate, which information contained in the transcript, if any, is “confidential” under this Order. After such designation has been made, those designated portions of the deposition transcript will be treated as “confidential” or “highly confidential” as so designated and in accordance with this Order. If so designated, the final transcript of the designated testimony shall be bound in separate volumes and marked either “Confidential Information Governed by Protective Order” or “Highly Confidential Information Governed by Protective Order” by the reporter, according to the Parties’ designations.

14. Protected Material must be stored and maintained by a Receiving party or its counsel at a location and in a reasonably secure manner to ensure that access is limited to the persons authorized under this Order. For purposes of this Order, a secure website, or other internet-based document depository with adequate security, shall be deemed a secure location.

15. Each person who has access to Protected Material shall take all due precautions to prevent the unauthorized or inadvertent disclosure of such material. If any Protected Material is

disclosed to anyone other than pursuant to this Order, the Party responsible for such disclosure must promptly, and in any event not longer than two (2) business days after discovery by counsel of record of the disclosure, (a) bring the pertinent facts related to such disclosure to the attention of counsel for the Producing party, (b) make reasonable efforts to retrieve all copies of the Protected Material and to prevent further disclosure, (c) inform the person or persons to whom unauthorized disclosures were made of all the terms of this Order, and (d) request such person or persons to execute the form annexed hereto as Exhibit A. The Parties agree that irreparable harm would occur in the event of unauthorized disclosure of Protected Material. Accordingly, the Parties shall be entitled to seek equitable relief, including specific performance, in the event of any unauthorized disclosure of Protected Material.

16. If, in connection with the Action, a Party inadvertently discloses information subject to a claim of attorney-client privilege or attorney work product protection (“Inadvertently Disclosed Information”), such disclosure, in itself, shall not constitute or be deemed a waiver or forfeiture of any claim of privilege or work product protection with respect to the Inadvertently Disclosed Information and its subject matter.

17. If a Producing party makes a claim of inadvertent disclosure, the Receiving party shall, within five (5) business days, return or destroy all copies of the Inadvertently Disclosed Information, and provide a certification of counsel that all such information has been returned or destroyed.

18. Within ten (10) business days of the notification that such Inadvertently Disclosed Information has been returned or destroyed, the disclosing party shall produce a privilege log with respect to the Inadvertently Disclosed Information.

19. The Receiving party may move the Court for an order compelling production of the Inadvertently Disclosed Information. The motion shall be filed under seal, and shall not assert as a ground for entering such an order the fact of the inadvertent production.

20. The Producing party retains the burden of establishing the privileged or protected nature of any Inadvertently Disclosed Information. Nothing in this Order shall limit the right of any Party to request an *in camera* review of the Inadvertently Disclosed Information.

21. If, during a deposition, a Party claims that a document being used in the deposition (*e.g.*, marked as an exhibit, shown to the witness or made the subject of examination) is subject to attorney-client privilege, work product doctrine, and/or any other applicable privilege or immunity from disclosure, it may (a) if all Parties agree, allow the document to be used in the deposition without waiver of its claim of privilege or work-product protection or (b) instruct the witness not to answer questions concerning the document pending a prompt resolution of any disagreement concerning the document's privileged or work-product protected status. Immediately following the deposition, the Parties will commence the procedure outlined in the preceding paragraphs to address the claim of privilege or other protection. If the Parties agree to permit the document to be used on a non-waiver basis, until the dispute is resolved, all Parties and any other persons who have access to the transcript of such deposition shall treat that transcript as Highly Confidential Information and shall sequester all copies of the purportedly privileged, work-product or otherwise protected document. If the dispute persists, the Parties will cooperate to promptly submit the issue of the document's status to the Court.

22. To the extent any federal or state law or other legal authority governing the disclosure or use of Nonpublic Personal Information (hereinafter, "Nonpublic Personal Information Law") permits disclosure of such information pursuant to an order of a court, this

Order shall constitute compliance with such requirement. To the extent any Nonpublic Personal Information Law requires a Producing party to obtain a subpoena, court-ordered or otherwise, or give notice to or obtain consent, in any form or manner, from any person or entity before disclosure of any Nonpublic Personal Information, the Court finds that, in view of the protections provided for the information disclosed in this Order, the volume of documents to be produced and the ongoing oversight of the Court, there is good cause to excuse such requirement, and this Order shall constitute an express direction that the Producing party is exempt from obtaining any subpoena or having to notify and/or obtain consent from any person or entity prior to the disclosure of Nonpublic Personal Information in the Action. To the extent that any Nonpublic Personal Information Law requires that any person or entity be notified prior to disclosure of Nonpublic Personal Information except where such notice is prohibited by court order, the Court directs that, in view of the protections provided for the information disclosed in this Order, the volume of documents to be produced and the ongoing oversight of the Court, Producing parties are explicitly prohibited from providing such notice in the Action; provided, however, that this Order shall not prohibit any Producing party from contacting any person or entity for any other purpose. To the extent that any Nonpublic Personal Information Law requires that a Producing party redact any Nonpublic Personal Information prior to production, the Court directs that, in view of the protections provided for the information disclosed in this Order, the volume of documents to be produced and the ongoing oversight of the Court, Producing parties are not required to redact any such information from any Documents or Testimony. Any Producing party may seek additional orders from this Court that such Party believes may be necessary to comply with any Nonpublic Personal Information Law.

23. If any Party or its representative that has obtained Protected Material under the terms of this Order receives a subpoena or other legal process commanding the production of any such documents or information (the "Subpoena"), such Party shall promptly notify the Producing party of the service of the Subpoena. The notice required by this paragraph must be made no later than ten (10) calendar days after receipt of the Subpoena unless production is required earlier, in which case the notice must be made in time for the Producing party to take steps as set forth below. The subpoenaed party also must promptly inform the Party that caused the Subpoena to be served that some or all of the material covered by the Subpoena or order is subject to this Order. In addition, the subpoenaed party must deliver a copy of this Order promptly to the Party in the other matter that caused the discovery request, subpoena, order, or other form of legal process to issue.

The Party or its representative receiving the Subpoena shall not produce any Protected Material in response to the Subpoena without either the prior written consent of the Producing party or an order of a court of competent jurisdiction. The Producing party shall have the burden of seeking a court order relieving the subpoenaed party of the obligations of the Subpoena prior to the return date of such Subpoena, or the subpoenaed party (or its representative) shall be relieved of its obligations under this paragraph. In the event that Protected Material is produced to a non-party as a result of a discovery request, subpoena, or an order issued in other litigation, or some other form of legal process from any court, federal or state regulatory or administrative body or agency, legislative body or other person or entity, unless such production was made on a non-confidential basis, such Protected Material shall continue to be treated in the Action as "Confidential" or "Highly Confidential" as designated by the Producing party in this Action.

24. Should the need arise for any of the Parties to disclose Protected Material during any hearing or trial before the Court, including through argument or the presentation of evidence, such Party may do so only after taking such steps as the Court, upon motion of the disclosing Party, shall deem necessary to preserve the confidentiality of such Protected Material.

25. This Order shall not preclude counsel for the Parties from using during any deposition in this Action any documents or information which have been designated as "Protected Material" under the terms hereof. Any court reporter and deposition witness who is given access to Protected Material shall, prior thereto, be provided with a copy of this Order and shall execute the certificate annexed hereto as Exhibit A. Counsel for the Party obtaining the certificate shall supply a copy to counsel for the other Party.

26. A Party may designate as Protected Material subject to this Order any document, information, or deposition testimony produced or given by any non-party to this case, or any portion thereof. In the case of Documents, designation shall be made by notifying all counsel in writing of those documents which are to be stamped and treated as such at any time up to fifteen (15) days after actual receipt of copies of those documents by counsel for the Party asserting the confidentiality privilege. In the case of deposition Testimony, designation shall be made by notifying all counsel in writing of those portions which are to be stamped or otherwise treated as such at any time up to fifteen (15) days after the transcript is received by counsel for the Party asserting the confidentiality privilege. Prior to the expiration of such fifteen (15) day period (or until a designation is made by counsel, if such a designation is made in a shorter period of time), all such documents shall be treated as Confidential Information.

27. (a) A Receiving party who seeks to file with the Court any deposition transcripts, exhibits, answers to interrogatories, and other documents which have previously been

designated as comprising or containing Protected Material, and any pleading, brief or memorandum which reproduces, paraphrases or discloses Protected Material, shall provide all other Parties with seven (7) days' written notice of its intent to file such material with the Court, so that the Producing party may file by Order to Show Cause a motion to seal such Protected Material asserting good cause for such sealing. The Protected Material shall not be filed until the Court renders a decision on the motion to seal. In the event the motion to seal is granted, all documents which are the subject of the order to seal, shall be filed in sealed envelopes or other appropriate sealed container on which shall be endorsed the caption of this litigation, the words "CONFIDENTIAL MATERIAL SUBJECT TO STIPULATION FOR THE PRODUCTION AND EXCHANGE OF PROTECTED MATERIAL" as an indication of the nature of the contents, and a statement in substantially the following form: "This envelope, containing documents which are filed in this case by (name of party), is not to be opened nor are the contents thereof to be displayed or revealed other than to the Court, the Parties and their counsel of record, except by order of the Court or consent of all the Parties. Violation hereof may be regarded as contempt of the Court."

(b) As an alternative to the procedure set forth in paragraph 27(a), any Party may submit to the Court on oral argument any documents previously designated as comprising or containing Protected Material by submitting such documents to the Part Clerk in sealed envelopes or other appropriate sealed container on which shall be endorsed the caption of this litigation, the words "CONFIDENTIAL MATERIAL SUBJECT TO STIPULATION AND ORDER FOR THE PRODUCTION AND EXCHANGE OF PROTECTED MATERIAL" as an indication of the nature of the contents, and a statement in substantially the following form: "This envelope, contains documents which are submitted but not to be filed." Such documents

shall be returned by the Part Clerk upon disposition of the motion or other proceeding for which they were submitted.

(c) All pleadings, briefs or memoranda which reproduce, paraphrase or disclose any documents which have previously been designated by a Party as comprising or containing Protected Material, shall identify such documents by the production number ascribed to them at the time of production.

28. Any person receiving Protected Material shall not reveal or discuss such information to or with any person not entitled to receive such information under the terms hereof.

29. Any document or information that may contain Protected Material that has been inadvertently produced without the appropriate identification as to its “confidential” or “highly confidential” nature as provided in paragraphs 3(a) and/or 3(b) of this Order, may be so designated by the Party asserting the confidentiality privilege by written notice to the undersigned counsel for the Receiving party identifying the document or information as “confidential” or “highly confidential” within a reasonable time following the discovery that the document or information has been produced without such designation.

30. Extracts and summaries of Protected Material shall also be treated as Protected Material in accordance with the provisions of this Order. With respect to any reports or other materials created by an expert or consultant reflecting or incorporating Protected Material in whole or in part, the Party responsible for its creation shall ensure that that the appropriate confidentiality designation appears on the report or other material.

31. The production or disclosure of Protected Material shall in no way constitute a waiver of each Party’s right to object to the production or disclosure of other information in this Action or in any other action.

32. This Stipulation is entered into without prejudice to the right of either Party to seek relief from, or modification of, this Stipulation or any provisions thereof by properly noticed motion to the Court or to challenge any designation of confidentiality as inappropriate under the Civil Practice Law and Rules or other applicable law.

33. Nothing in this Stipulation shall be construed to limit in any way any Producing party's, Receiving party's, or any other person's use of its own documents, nor shall it affect any Producing party's, Receiving party's, or any other person's subsequent waiver of its own prior designation with respect to its own Protected Material. This Stipulation also shall not be construed to cause any counsel to produce, return, and/or destroy their own attorney work product, or the work product of their co-counsel, created in anticipation of or in connection with the Action. Counsel shall be required, however, to continue to comply with the terms of this Stipulation with respect to such work product following the termination of the Action, including appeals.

34. Nothing in this Order will bar or otherwise restrict an attorney from rendering advice to his or her client with respect to the Action or from relying upon or generally referring to Protected Material in rendering such advice; provided, however, that in rendering such advice or in otherwise communicating with his or her client, the attorney shall not disclose the specific content of the Protected Material if such disclosure is not otherwise permitted under this Order.

35. This Order shall continue to be binding after the conclusion of this litigation except (a) that there shall be no restriction on documents that are used as exhibits in Court (unless such exhibits were filed under seal); and (b) that a Party may seek the written permission of the Producing party or further order of the Court with respect to dissolution or modification of

the Order. The provisions of this Order shall, absent prior written consent of both Parties, continue to be binding after the conclusion of this Action.

36. Nothing herein shall be deemed to waive any privilege recognized by law, or shall be deemed an admission as to the admissibility in evidence of any facts or documents revealed in the course of disclosure.

37. Within sixty (60) days after the final termination of this litigation by settlement or exhaustion of all appeals, all Protected Material produced or designated and all reproductions thereof, shall be returned to the Producing party or shall be destroyed, at the option of the Producing party. In the event that any Party chooses to destroy physical objects and documents, such Party shall certify in writing within sixty (60) days of the final termination of this litigation that it has undertaken its best efforts to destroy such physical objects and documents, and that such physical objects and documents have been destroyed to the best of its knowledge. Notwithstanding anything to the contrary, counsel of record for the Parties may retain one copy of documents constituting work product, a copy of pleadings, motion papers, discovery responses, deposition transcripts and deposition and trial exhibits. This Order shall not be interpreted in a manner that would violate any applicable canons of ethics or codes of professional responsibility. Nothing in this Order shall prohibit or interfere with the ability of counsel for any Party, or of experts specially retained for this case, to represent any individual, corporation, or other entity adverse to any Party or its affiliate(s) in connection with any other matters.

38. This Order may be changed by further order of this Court, and is without prejudice to the rights of a Party to move for relief from any of its provisions, or to seek or agree to different or additional protection for any particular material or information.

BOIES, SCHILLER & FLEXNER LLP

By: 

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DATED: 8/12/14

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DATED: 8/13/14

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By: /MLL

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*Attorneys for Defendants J.P. Morgan
Mortgage Acquisition Corporation and
JPMorgan Chase Bank, N.A.*

DATED: 8/13/14

SO ORDERED _____

J.S.C.

EXHIBIT "A"

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK: COMMERCIAL DIVISION

-----X
THE BANK OF NEW YORK MELLON,
solely as Securities Administrator for J.P.
Morgan Mortgage Acquisition Trust 2006-
WMC4,

Index No. 654464/2012

Plaintiff,

STIPULATION AND ORDER FOR THE
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v.

WMC MORTGAGE, LLC; J.P. MORGAN
MORTGAGE ACQUISITION
CORPORATION; and J.P. MORGAN
CHASE BANK, N.A.,

Defendants.

-----X
I, , state that:

1. My address

is _____.

2. My present employer is

_____.

3. My present occupation or job description is

_____.

4. I have received a copy of the Stipulation for the Production and Exchange of
PROTECTED MATERIAL (the "Stipulation") entered in the above-entitled Action

on _____.

5. I have carefully read and understand the provisions of the Stipulation.

6. I will comply with all of the provisions of the Stipulation.

7. I will hold in confidence, will not disclose to anyone not qualified under the Stipulation, and will use only for purposes of this Action, any Protected Material that is disclosed to me.

8. I will return all Protected Material that comes into my possession, and documents or things that I have prepared relating thereto, to counsel for the Party by whom I am employed or retained, or to counsel from whom I received the Protected Material.

9. I hereby submit to the jurisdiction of this court for the purpose of enforcement of the Stipulation in this Action.

Dated: _____