

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK

ALLSTATE INSURANCE COMPANY,
ALLSTATE LIFE INSURANCE COMPANY,
ALLSTATE BANK (F/K/A ALLSTATE
FEDERAL SAVINGS BANK), ALLSTATE
LIFE INSURANCE COMPANY OF NEW
YORK, AGENTS PENSION PLAN, and
ALLSTATE RETIREMENT PLAN,

Plaintiffs,

-against-

MERRILL LYNCH & CO., MERRILL
LYNCH, PIERCE, FENNER & SMITH INC.,
MERRILL LYNCH MORTGAGE
INVESTORS, INC., and MERRILL LYNCH
MORTGAGE LENDING, INC.,

Defendants.

Index No. 650559 / 2011

Part 3 (Bransten, J.)

**STIPULATION AND ORDER FOR
THE PRODUCTION AND
EXCHANGE OF CONFIDENTIAL
INFORMATION**

This matter having come before the Court by stipulation of Plaintiffs Allstate Insurance Company, Allstate Life Insurance Company, Allstate Bank (f/k/a Allstate Federal Savings Bank), Allstate Life Insurance Company of New York, Agents Pension Plan, and Allstate Retirement Plan (collectively, "Allstate"), and Defendants Merrill Lynch & Co., Inc., Merrill Lynch, Pierce, Fenner & Smith Inc., Merrill Lynch Mortgage Investors, Inc., and Merrill Lynch Mortgage Lending, Inc. (collectively, "Merrill Lynch"), 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**”).
2. Either party may designate Documents produced, or Testimony given, in connection with this action as “confidential,” either by notation on the 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 or reveal (i) information subject to contractual or other duties of confidence; (ii) trade secrets, proprietary business information, competitively sensitive information, or other confidential research, development, commercial or business information; (iii) non-public personal, employee, client or customer information concerning individuals or other entities, including but not limited to their names, addresses, Social Security numbers, telephone numbers, places or positions of work, tax returns, medical information, credit information, banking information, or other sensitive personally identifiable information; (iv) “Nonparty Borrower Information,” which for purposes of this Order shall mean any document that constitutes “consumer reports,” as that term is defined in the Fair Credit Reporting Act, 15 U.S.C. § 1681A, or “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 file or other document that includes financial or credit information for any person (including any credit history, report or score obtained on such person to determine the person's eligibility for credit) together with personally identifiable information with respect to such person, including his or her name, address, Social Security number, loan number, telephone number, place or position of work (as set forth in Paragraph 16 below, this Order authorizes disclosure of such Nonparty Borrower Information in the Action); or (v) 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.

- b. "Producing party" shall mean the parties to this action and any third-parties producing "Confidential Information" in connection with depositions, document production or otherwise, or the party asserting the confidentiality privilege, as the case may be.
 - c. "Receiving party" shall mean the party to this action and/or any non-party receiving "Confidential Information" in connection with depositions, document production or otherwise.
4. In order to expedite production of voluminous materials, a Producing Party may, at its sole option, but is not required to, produce the following materials without review and without converting such materials into TIFF images or applying Bates numbers, subject to the "clawback" procedures, as provided in Paragraph 5, or otherwise agreed to: documents that contain Nonparty Borrower Information, underwriting guidelines, loan

origination files, loan servicing records or related information, materials reflecting due diligence on loans at issue in the Action, other voluminous materials or such other categories as the Court orders. In so doing, the Producing Party may designate those collections of documents, which by their nature contain Confidential Information, with the appropriate designation notwithstanding that some of the documents within the collection may not qualify for such designation. The Producing Party shall designate such materials as “Confidential” by labeling the media on which such materials are produced as “Confidential” or, if impracticable, by conspicuously labeling the container containing the media. In the event that a Receiving Party generates any electronic copy, hard copy, transcription, or printout from any such designated bulk production, such party must designate and treat each copy, transcription, or printout as Confidential Information pursuant to the terms of this Order in accordance with the designation of the produced copy. Notwithstanding the foregoing, the Receiving Party may challenge the designation of one or more documents on the grounds that it or they does not or do not qualify for protection, or does not or do not qualify for the level of protection initially asserted, as set forth in Paragraph 7. If the Producing Party agrees, it shall promptly notify the Receiving Party or Parties that it is withdrawing or changing the designation.

5. The inadvertent production of any Documents or Testimony in the Action, including the production of voluminous materials referred to in Paragraph 4 without review shall not constitute a waiver—in this Action or in any other proceeding, including in any federal, state, arbitral, or foreign proceedings—of any applicable privilege, protection, or immunity from disclosure—to the maximum extent of the law. If the Producing Party believes that Documents or Testimony that is privileged or protected from disclosure

under the attorney-client privilege, the attorney work product doctrine, or is immune from disclosure under any similar law, regulation, rule, court order, or any other applicable privilege or protection was inadvertently produced, the Producing Party may provide notice in writing to the other Parties or orally if on the record at a deposition, hearing or at trial, requesting that such inadvertently disclosed Documents or Testimony and all copies thereof be returned, sequestered, or destroyed. Within ten (10) business days of the receipt of such notice, each Receiving Party to whom the Documents or Testimony was produced shall use reasonable efforts to return, sequester or destroy the specified Documents or Testimony (including, to avoid any ambiguity, all copies, summaries, and derivations thereof) in its possession, custody or control, and notify the Producing Party, or any other Party purporting to hold a privilege, that they have done so; and shall take reasonable steps to retrieve and sequester or destroy the inadvertently produced Documents or Testimony from other persons, if any, to whom such Documents or Testimony have been provided, and notify the Producing Party that they have done so. To the extent that a Receiving Party disputes the claim of privilege or work-product or other protection (the "Objecting Party"), the Objecting Party shall notify in writing the Producing Party, or any other Party purporting to hold a privilege, of its position within thirty (30) days. Within seven (7) business days of such objection, the Producing Party, or any other Party purporting to hold a privilege, shall either withdraw its claim of privilege or meet and confer with the Objecting Party in an effort to resolve their differences. If the Parties cannot resolve their disagreement, the Objecting Party may apply to the Court for a ruling on the Producing Party's claim of privilege. The Producing Party shall have the burden of persuasion with respect to the assertion of the

claim of privilege or work-product protection. The Producing Party must preserve the disputed Documents or Testimony until the claim is resolved, and the Receiving Party must not use or disclose the disputed Documents or Testimony until the claim is resolved (except that the Receiving Party may present the information to the Court under seal for a determination of the privilege or protection). The return of any Documents or Testimony to the Producing Party shall not in any way preclude the Receiving Party from moving the Court for a ruling that the disclosed information was never privileged or otherwise immune from discovery; however, the Receiving Party may not assert as a basis for the relief it seeks the fact or circumstance that such allegedly privileged documents inadvertently were produced in the Action. If a Party has produced documents in another action, investigation or other proceeding without a detailed, or any, review to determine whether any privilege or other immunity from discovery applies, no Party shall claim that production of those documents in such other action, investigation or other proceeding constitutes a waiver of any privilege or protection with respect to Documents or Testimony. 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 privilege or work-product protection, it may at its sole election (a) allow the document to be used in the deposition without waiver of its claim of privilege or work-product protection or (b) request on the record that the document be returned, sequestered or destroyed, and instruct the witness not to answer any questions or provide any commentary concerning the document, upon which request and instruction, no Party may make further use of the document unless the Producing Party, or any other Party purporting to hold a privilege, withdraws its claim of privilege or the

Court determines that the document is not privileged. If the Party allows the examination concerning the document to proceed on a non-waiver basis, the Parties shall sequester all copies of the purportedly-privileged or work-product protected document. 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 Party requests on the record that the document be returned, sequestered or destroyed, the Parties will then cooperate in promptly submitting the issue of the document's status to the Court, and the deposition may be resumed if the document is determined not to be privileged or protected, unless the Court deems that such resumption is not warranted.

6. In the event that a Receiving Party receives information that obviously appears to be subject to the attorney-client privilege, the work product doctrine, or is otherwise immune from disclosure under any similar law, regulation, rule or court order, or any other privilege or immunity from discovery, and it is reasonably apparent that the information was provided or made available through inadvertence, the Receiving Party shall refrain from examining the information any more than is essential to ascertain that the information is privileged, and shall immediately notify the Producing Party in writing that it possesses information that appears to be privileged. The Producing Party shall then have ten (10) days after receiving the notice to request the return of the information.
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 Confidential Information. 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 Confidential Information. If such motion is filed, the documents or other materials shall be deemed Confidential Information unless and until the Court rules otherwise.

8. Except with the prior written consent of the Producing party or by Order of the Court, Confidential Information 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 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. outside vendors employed by the Parties or their counsel to assist in the Action, including without limitation entities providing photocopying, data-processing, graphic-production, litigation-support, technology, or investigative services, and outside information-technology personnel performing duties in relation to a computerized litigation-support system, provided each such secondary recipient is subject to professional or contractual duties of confidentiality;
 - d. a non-party who authored or who is identified on the face of the Confidential Information as an addressee or copy addressee of the Confidential Information (and such non-party's counsel);

- e. 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 Confidential Information is furnished, shown or disclosed in accordance with paragraph 10 hereof;
 - f. the Court and court personnel, if filed in accordance with paragraph 19 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 14 hereof;
 - h. trial and deposition witnesses, if furnished, shown or disclosed in accordance with paragraphs 13 and 14, respectively, hereof;
 - i. the Parties' insurers, including the insurers' support staff and service organizations; and
 - j. any other person agreed to by the parties.
9. Confidential Information shall be utilized by the Receiving party and its counsel only for purposes of this litigation and for no other purposes.
10. Before any disclosure of Confidential Information to persons pursuant to paragraph 8(c)-(e) and (g)-(j) hereof, counsel for the Receiving party shall provide that person'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), 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.

11. All depositions shall presumptively be treated as Confidential Information and subject to this Stipulation during the deposition and for a period of fifteen (15) days after a transcript of said deposition is received by counsel for each of the parties. At or before the end of such fifteen day period, the deposition shall be classified appropriately.
12. If, at any time, any Confidential Information is subpoenaed or requested by any court, administrative or legislative body, or any other person or entity purporting to have authority to require the production thereof, the person to whom the subpoena or request is directed shall, to the extent permitted by law, promptly, and in any event within five (5) business days of receipt of the subpoena or request, give written notice to the Producing Party and include with such notice a copy of the subpoena or request. The person to whom the subpoena or request is directed also shall make a reasonable effort to provide to the Producing Party a reasonable period of time in which to seek to quash, limit, or object to the subpoena or request, or to move for any protection for the Confidential Information, before the person to whom the subpoena or request is directed takes any action to comply with the subpoena or request. To the extent permitted by law and otherwise practicable in the exercise of good faith, Confidential Information shall not be produced by a person receiving a subpoena or request without notifying and making a reasonable effort to provide the Producing Party an opportunity to quash, limit, or object, absent a court order requiring the recipient of the subpoena or request to do so or as otherwise required by law; *provided* that nothing in this Order shall require any person to disregard, or default with respect to, any court order, statute, law, or regulation, or any request from any governmental, administrative, legislative, or regulatory body.

13. Should the need arise for any of the parties to disclose Confidential Information 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 Confidential Information.
14. This Stipulation shall not preclude counsel for the parties from using during any deposition in this action any documents or information which have been designated as "Confidential Information" under the terms hereof. Any court reporter and deposition witness who is given access to Confidential Information shall, prior thereto, be provided with a copy of this Stipulation and shall execute the certificate annexed hereto. Counsel for the party obtaining the certificate shall supply a copy to counsel for the other party.
15. A party may designate as Confidential Information subject to this Stipulation 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.

16. The Receiving Party is required to comply with all federal and state laws, regulations and or other legal authority governing the custody, disclosure or use of Nonparty Borrower Information (hereinafter, "Nonparty Borrower Information Law"). The Producing Party is relieved of any obligation to seek the Receiving Party's compliance. To the extent that Nonparty Borrower Information Law permits disclosure of such Nonparty Borrower Information pursuant to an order of a court, this Order shall constitute compliance with such requirement. To the extent that any Nonparty Borrower Information Law requires a Producing Party, including third parties, to obtain a court-ordered subpoena or give notice to or obtain consent, in any form or manner, from any person or entity before disclosure of any Nonparty Borrower Information, the Court finds that, in view of the protections provided for such 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 exempted from obtaining a court-ordered subpoena or having to notify and/or obtain consent from any person or entity prior to the disclosure of Nonparty Borrower Information. To the extent that any Nonparty Borrower Information Law requires that any person or entity be notified prior to disclosure of Nonparty Borrower 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, the Parties are explicitly prohibited from providing such notice. Any disclosing Party may seek additional orders from this Court that such Party believes may be necessary to comply with any Nonparty Borrower Information Law.

17. Except to the extent otherwise required by court order or law, the Parties must redact Social Security Numbers, financial account numbers, driver's license numbers and other personal identifying data from all documents filed with the Court, except documents filed under seal in accordance with Paragraph 19 of this Order.
18. If a Receiving Party learns that, by inadvertence or otherwise, Confidential Information has been lost, compromised, obtained by or disclosed to any person or in any circumstance not authorized under this Order, the Receiving Party must, through counsel, advise the Producing Party as soon as practicable, but in any event, not longer than five (5) business days after learning of the unauthorized disclosure. Such notice shall include details as to the particular Confidential Information disclosed, lost or compromised, the nature of the disclosure, loss or compromise and the particular facts and circumstances surrounding the disclosure, loss or compromise. The Party from whose control the unauthorized disclosure, loss or compromise of the Confidential Information occurred shall make commercially reasonable efforts to bind any person not authorized to receive Confidential Information to the terms of this Order; and shall, as soon as practicable, but in any event, not longer than five (5) business days after discovery by counsel of record of the disclosure: (a) inform such person of all the provisions of this Order; (b) request such person to sign Exhibit A hereto; (c) make commercially reasonable efforts to retrieve all copies of the Confidential Information and to prevent further disclosure of the Confidential Information; and (d) notify the Producing Party in writing of the unauthorized disclosure and the identity of such person. If such person executes Exhibit A, a copy of the executed agreement shall promptly be sent to the Producing Party. The Parties acknowledge that irreparable harm may occur in the event of unauthorized

disclosure of Confidential Information, and reserve all rights concerning their entitlement to seek equitable relief, including specific performance, in the event of any unauthorized disclosure of Confidential Information.

19. 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 Confidential Information, and any pleading, brief or memorandum which reproduces, paraphrases or discloses Confidential Information, 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 Confidential Information. The Confidential Information 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 deposition transcripts, exhibits, answers to interrogatories, and other documents which have previously been designated by a party as comprising or containing Confidential Information, and any pleading, brief or memorandum which reproduces, paraphrases or discloses such material, 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 AND ORDER FOR THE PRODUCTION AND EXCHANGE OF CONFIDENTIAL INFORMATION" 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 the parties. Violation hereof may be regarded as contempt of the Court.”

- b. As an alternative to the procedure set forth in paragraph 19(a), any party may file with the court any documents previously designated as comprising or containing Confidential Information 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 CONFIDENTIAL INFORMATION” 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 the parties.”

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 reproduces, paraphrases or discloses any documents which have previously been designated by a party as comprising or containing Confidential Information, shall identify such documents by the production number ascribed to them at the time of production.

20. Any person receiving Confidential Information shall not reveal or discuss such information to or with any person not entitled to receive such information under the terms hereof.
21. Any document or information that may contain Confidential Information that has been inadvertently produced without identification as to its "confidential" nature as provided in paragraphs 2 and/or 15 of this Stipulation, 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" within a reasonable time following the discovery that the document or information has been produced without such designation. In the event that Documents or Testimony is later designated as either "Confidential" after initial non-designation, a Receiving Party shall make commercially reasonable efforts to ensure that all such information is subsequently treated as Confidential Information pursuant to the terms of this Order. If the Receiving Party disclosed such Confidential Information to persons authorized to receive that material under the initial designation (or lack of designation) but who would not have been authorized to receive that material under the new designation, however, such disclosure shall not be deemed a violation of this Order. In the event that the Receiving Party receives subsequent notice that the material is designated as "Confidential," the Receiving Party shall make commercially reasonable efforts to retrieve the information promptly and to avoid any further such disclosure.
22. Extracts and summaries of Confidential Information shall also be treated as confidential in accordance with the provisions of this Stipulation.

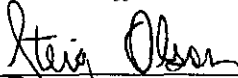
23. The production or disclosure of Confidential Information shall in no way constitute a waiver of each party's right to object to the production or disclosure of other information in this action or in any other action.
24. This Stipulation is entered into without prejudice to the right of either party 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.
25. This Stipulation 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 any the Stipulation. The provisions of this Stipulation shall, absent prior written consent of both parties, continue to be binding after the conclusion of this action.
26. 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.
27. Within sixty (60) days after the final termination of this litigation by settlement or exhaustion of all appeals, all Confidential Information 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 Stipulation shall not be interpreted in a manner that would violate any applicable canons of ethics or codes of professional responsibility. Nothing in this Stipulation 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.


28. In the event that additional persons become parties to the Action, such parties may join this Stipulation by agreeing in writing to be bound by its terms and conditions and subject to the jurisdiction of this Court concerning this Order. In such event, the additional parties shall have access to Confidential Information in accordance with this Stipulation.
29. This Stipulation may be executed in counterparts. This Stipulation shall become effective among the Parties who have executed the Stipulation immediately upon its execution. Absent agreement by the Disclosing Party, no Party may have access to any Confidential Information until it has executed this Stipulation or agreed to treat Confidential Information as confidential. This Stipulation shall remain in effect until the Court enters an Order approving a stipulation mutually acceptable to the Parties, or upon further Order of the Court.

30. This Stipulation 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.

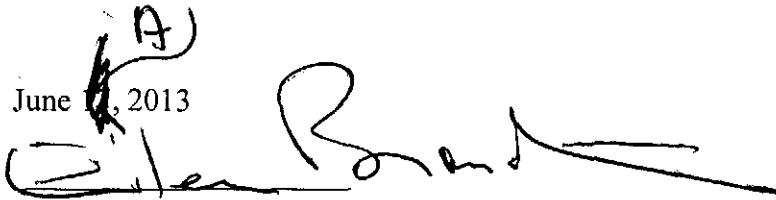
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Dated: June 11, 2013 

SO ORDERED _____
Honorable Eileen Bransten
Supreme Court Justice

EXHIBIT "A"

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK

ALLSTATE INSURANCE COMPANY,
ALLSTATE LIFE INSURANCE COMPANY,
ALLSTATE BANK (F/K/A ALLSTATE
FEDERAL SAVINGS BANK), ALLSTATE
LIFE INSURANCE COMPANY OF NEW
YORK, AGENTS PENSION PLAN, and
ALLSTATE RETIREMENT PLAN,

Plaintiffs,

-against-

MERRILL LYNCH & CO., MERRILL
LYNCH, PIERCE, FENNER & SMITH INC.,
MERRILL LYNCH MORTGAGE
INVESTORS, INC., and MERRILL LYNCH
MORTGAGE LENDING, INC.,

Defendants.

Index No. 650559 / 2011

Part 3 (Bransten, J.)

**AGREEMENT TO RESPECT
CONFIDENTIAL MATERIAL**

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 Confidential Information (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 Confidential Information that is disclosed to me.

8. I will return all Confidential Information 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 Confidential Information.

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

Dated: _____