

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

SACO I TRUST 2006-5, issuer of the SACO I TRUST 2006-5 MORTGAGE-BACKED CERTIFICATES, SERIES 2006-5, SACO I TRUST 2006-6, issuer of the SACO I TRUST 2006-6 MORTGAGE-BACKED CERTIFICATES, SERIES 2006-6, SACO I TRUST 2006-3, issuer of the SACO I TRUST 2006-3 MORTGAGE-BACKED CERTIFICATES, SERIES 2006-3, and SACO I TRUST 2007-2, issuer of the SACO I TRUST 2007-2 MORTGAGE-BACKED CERTIFICATES, SERIES 2007-2,

Plaintiffs,

-against-

EMC MORTGAGE LLC (formerly known as EMC Mortgage Corporation), JPMORGAN CHASE BANK, N.A., and JPMORGAN CHASE & CO.,

Defendants.

Index No. 651820/2012

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 SACO I Trust 2006-3, issuer of the SACO I Trust 2006-3 Mortgage-Backed Certificates, Series 2006-3 (the "2006-3 Trust"), SACO I Trust 2006-5, issuer of the SACO I Trust 2006-5 Mortgage-Backed Certificates, Series 2006-5 (the "2006-5 Trust"), SACO I Trust 2006-6, issuer of the SACO I Trust 2006-6 Mortgage-Backed Certificates, Series 2006-6 (the "2006-6 Trust"), and SACO I Trust 2007-2, issuer of the SACO I Trust 2007-2 Mortgage-Backed Certificates, Series 2007-2 (the "2007-2 Trust") (together, the "Trusts"), by U.S. Bank National Association, solely in its capacity as Master Servicer for the 2006-5 Trust, the 2006-6 Trust, and the 2007-2 Trust and in its capacity

as Trustee for the 2006-3 Trust (“U.S. Bank” and the “Master Servicer” or “Trustee” as appropriate), and Defendants EMC Mortgage LLC, JPMorgan Chase Bank, N.A., and JPMorgan Chase & Co. (together, “Defendants”), 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 any 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 Plaintiffs and Defendants 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 and Order is being entered into to facilitate the production, exchange, and discovery of documents and information that the Plaintiffs and Defendants agree merit confidential treatment. This Stipulation and Order shall govern the handling of documents, deposition testimony, deposition exhibits, interrogatory responses, admissions, and any other information or material produced, given, or exchanged by and among the parties and any non-parties to the Action in connection with discovery in the Action (such information or material hereinafter referred to as “Discovery Material”). Discovery Material does not include information that is publicly available without violation of this Stipulation and Order or any other applicable order.
2. Any Plaintiff, Defendant, or non-party may designate Discovery Material 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 Discovery Material, and all information contained therein, and other information designated as Confidential, if such Discovery Material contains trade secrets, proprietary business information, competitively sensitive information, 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. The parties agree that Discovery Material containing sensitive personal information, including, but not limited to, names, social security numbers, home telephone numbers and addresses, places or positions of work, tax returns, medical information, credit information, banking information, other information for which applicable federal or state law requires confidential treatment, information that is subject to 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 any such person to determine the individual’s eligibility for credit), and/or documents or data that constitute “consumer reports,” as that term is defined in the Fair Credit Reporting Act, 15 U.S.C. § 1681a, that may have been collected or produced in connection with mortgage loans (collectively, “Nonparty Borrower Information”) constitutes Confidential Information. As set forth in paragraph 25 below, this Stipulation and Order authorizes the disclosure of such Nonparty Borrower Information in the Action.

(b) “Producing Party” shall mean the Plaintiffs and Defendants in this action and any non-parties producing “Confidential Information” in connection with depositions, document production or otherwise, or the party or non-party asserting the confidentiality privilege, as the case may be.

(c) "Receiving Party" shall mean the Plaintiffs or Defendants in this action and/or any non-parties receiving "Confidential Information" in connection with depositions, document production, or otherwise.

4. 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.

5. 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 Plaintiffs or Defendants 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 Plaintiffs or Defendants in this action and their associated attorneys, paralegals, and other professional personnel (including support staff) and service vendors (including outside copying and litigation support services) 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) expert witnesses and consultants retained by the Plaintiffs or Defendants 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, and the employees of such experts or consultants when working in connection with the conduct of this action under the direct supervision of said persons; provided, however, that such Confidential Information is furnished, shown, or disclosed in accordance with paragraph 8 hereof;

(d) the Court and court personnel, if filed in accordance with paragraph 14 hereof;

(e) an officer before whom a deposition is taken, including stenographic reporters and any necessary secretarial, clerical, or other personnel of such officer;

(f) trial and deposition witnesses, if furnished, shown, or disclosed in accordance with paragraph 11 hereof;

(g) author(s) and recipient(s) of the Document containing Confidential Information;

(h) any other person mutually agreed to by the Plaintiffs and Defendants; and

(i) 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.

6. In order to expedite production of voluminous materials, a Producing Party may, at its sole option, but is not required to, produce materials without a detailed, or any, review, subject to the “claw-back” procedures in paragraph 20 of this Stipulation and Order or otherwise agreed to. In doing so, the Producing Party may designate those collections of documents that by their nature contain Confidential Information notwithstanding that some documents within the collection may not qualify for such designation. The materials that may be so designated shall be limited to Non-Party Borrower Information, underwriting guidelines, loan origination files,

loan servicing files, materials reflecting due diligence on loans at issue in this Action, or such other categories as the Parties agree to in writing or the court orders.

7. Discovery Material, including Confidential Information, shall be utilized by the Receiving Party and its counsel only for purposes of this Action, and for no other purposes. The Receiving Party shall maintain any Nonparty Borrower Information that it receives hereunder in accordance with the Nonparty Borrower Information Law, as defined in paragraph 25 hereto, and other applicable federal and state privacy laws.

8. Before any disclosure of Confidential Information is made to an expert witness or consultant pursuant to paragraph 5(c) hereof, counsel for the Receiving Party shall obtain the expert or consultant'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 Producing Party at the time of the disclosure of the information required to be disclosed by CPLR 3101(d), except that any agreement signed by an expert or consultant who is not expected to be called as a witness at trial is not required to be supplied.

9. All depositions shall presumptively be treated as Confidential Information and subject to this Stipulation and Order during the deposition and for a period of thirty (30) calendar days after a transcript of said deposition is received by counsel for the Plaintiffs and Defendants. At or before the end of such thirty-day period, the deposition may be classified as Confidential Information by any Plaintiff or Defendant in writing sent to all counsel of record for Plaintiff and Defendant. The deposition may also be classified as Confidential Information by a statement to that effect on the record during the course of the deposition by a Plaintiff or Defendant or their counsel.

10. If, at any time, any Confidential Information is subpoenaed or requested from a Receiving Party by any court, administrator, or legislative body, or by any other person or entity purporting to have authority to require the production thereof, the Receiving Party to whom the subpoena or request is directed, to the extent permitted by law, shall promptly, and in any event within five (5) 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 Receiving Party to whom the subpoena or request is directed also shall make all reasonable good faith efforts 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 production 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. The Producing Party asserting the Confidential Information treatment shall have the burden of defending against such subpoena or request. The party receiving the subpoena or request shall be entitled to comply with it except to the extent that the Producing Party is successful in obtaining an order modifying or quashing the subpoena or request. In no event shall such Confidential Information be produced by a person receiving a subpoena or request without providing the Producing Party with an opportunity to quash, limit, or object, absent a Court order to do so or as otherwise required by law; provided, however, that nothing herein shall require any party to ignore or act in contempt of any court order or direction of any governmental entity.

11. Should the need arise for any of the Plaintiffs or Defendants 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 Producing Party, shall deem necessary to preserve the

confidentiality of such Confidential Information. To the extent that a Receiving Party intends to use Confidential Information obtained from another party or non-party during any hearing or trial before the Court, the Receiving Party must provide reasonably advance notice to the Designating Party. To the extent that the need to use such Confidential Information arises unexpectedly, the Receiving Party can do so only after consultation with the Court and the implementation of such procedures as may be necessary to ensure that the Confidential Information remains protected. Such unexpected use shall not otherwise affect the confidential nature of the information, and the Receiving Party should provide reasonable notice to the Producing Party of how the materials were so used and the steps that were taken to ensure their continued protection.

12. This Stipulation and Order shall not preclude counsel for the Plaintiffs or Defendants from using during any deposition in this action any Discovery Material that has 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 Order and shall execute the certificate annexed hereto. Counsel for the party obtaining the certificate shall supply a copy to counsel for the other party.

13. A Plaintiff or Defendant may designate as Confidential Information any Discovery Material produced or given by any party or non-party to this case, or any portion thereof, to the extent the Discovery Material contains the Confidential Information of the designating party. In the case of documents, designation shall be made by notifying all counsel in writing of those documents that are to be stamped and treated as such at any time up to thirty (30) calendar days after actual receipt of copies of those documents by counsel for the Plaintiff

or Defendant asserting the confidentiality privilege, unless the Plaintiffs and Defendants agree to a longer period of time for such designation. In the case of deposition testimony, designation shall be made by notifying all counsel in writing of those portions that are to be stamped or otherwise treated as such at any time up to thirty (30) days after the transcript is received by counsel for the Plaintiff or Defendant asserting the confidentiality privilege, unless the Plaintiffs and Defendants agree to a longer period of time for such designation. Prior to the expiration of such thirty-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 and testimony shall be treated as Confidential Information.

14. (a) A Receiving Party who seeks to file with the Court any deposition transcripts, exhibits, answers to interrogatories, and other Discovery Material that has previously been designated as comprising or containing Confidential Information, and any pleading, brief, or memorandum that reproduces, paraphrases, summarizes, or discloses Confidential Information, shall provide all other parties and the Producing Party (if a non-party) with seven (7) calendar 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. In the alternative, the Receiving Party may file by Order to Show Cause a motion to seal such Confidential Information. In the further alternative, the Receiving Party may seek consent from the Producing Party to declassify Confidential Information on the terms set forth in paragraph 4, above. In any event, the Confidential Information shall not be filed until the Court renders a decision on the motion to seal or until the Producing Party has consented to the declassification of the Confidential Information. In the event the motion to seal is granted, all documents, deposition transcripts, exhibits, answers to interrogatories, and other Discovery

Material previously designated by a party as comprising or containing Confidential Information, and any pleading, brief, or memorandum that 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 Action, 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 that 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 Plaintiffs and Defendants, and their counsel of record, except by order of the Court or consent of all parties. Violation hereof may be regarded as contempt of the Court.”

(b) As an alternative to the procedure set forth in paragraph 14(a), any party may file with the Court any Discovery Material previously designated as comprising or containing Confidential Information by submitting such documents to the Part Clerk in sealed envelopes or other appropriate sealed containers on which shall be endorsed the caption of this Action, 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 contains documents that are submitted but not to be filed.” Such Discovery Material shall be returned by the Part Clerk upon disposition of the motion or other proceeding for which such Discovery Material was submitted.

(c) Any pleading, brief, or memorandum that reproduces, paraphrases, or discloses any Discovery Material that has previously been designated by a party as comprising or

containing Confidential Information shall make reasonable efforts to identify such Discovery Material by the production number (if any) ascribed to such Discovery Material at the time of production.

(d) Nothing herein shall prevent the parties from providing courtesy copies of pleadings, briefs or memoranda to the Court.

15. 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.

16. Any Discovery Material that may contain Confidential Information that has been inadvertently produced without identification as to its “confidential” nature, as provided in paragraphs 2 and/or 13 of this Stipulation and 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 Discovery Material as “confidential” within a reasonable time following the discovery that the Discovery Material has been produced without such designation. Upon making such subsequent designation, the Producing Party shall promptly provide a replacement copy of the document with the appropriate mark or stamp. To the extent that such information may have been disclosed by the Receiving Party to anyone not authorized to receive Confidential Information pursuant to this Stipulation and Order, the Receiving Party shall make reasonable efforts to retrieve the information promptly and to avoid any further such disclosure. The failure to advise the Receiving Party of an inadvertent disclosure within a reasonable time after discovery shall not constitute a waiver of any Confidential Information designation or an admission by the Producing Party that such information is not Confidential Information.

17. Extracts and summaries of Confidential Information shall also be treated as confidential in accordance with the provisions of this Stipulation and Order.

18. The production or disclosure of Confidential Information shall in no way constitute a waiver of any party's right to object to the production or disclosure of other information in this Action or in any other action.

19. This Stipulation and Order is entered into without prejudice to the right of any Plaintiff or Defendant to seek relief from, or modification of, this Stipulation and Order 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.

20. (a) The inadvertent production of any Discovery Material in this Action shall be without prejudice to any claim that such material is privileged or protected from disclosure under the attorney-client privilege, the attorney work product doctrine, or any other applicable privilege or protection ("Privileged Material"), and no Producing Party shall have waived any claims or arguments under the inadvertent-production doctrine, in this action or in any other proceeding, including federal, state, arbitral, or foreign proceedings.

(b) In order to allow for expeditious production of voluminous documents, a Producing Party may, at its sole option, produce voluminous materials without detailed, or any, review to determine whether a privilege or other immunity from discovery applies to some of the documents, and such expeditious production shall not be deemed a waiver—in this Action or in any other proceeding, including in federal, state, arbitral or foreign proceedings—of any applicable privilege, protection or prohibition from disclosure if the Producing Party otherwise complies with the procedures outlined in this paragraph for retrieving or "clawing back" the Privileged Material. The materials that may be so produced shall be limited to Non-Party Borrower Information, underwriting guidelines, loan origination files, loan servicing files,

materials reflecting due diligence on loans at issue in the Action, or such other categories as the Parties agree to in writing or the court orders.

(c) In the event a Receiving Party receives information that appears on its face to be Privileged Material, the Receiving Party shall refrain from reviewing the information any more than is essential to ascertain that the information is privileged, and shall promptly notify the Producing Party in writing that he or she possesses information that appears on its face to be privileged.

(d) If a Producing Party believes that Privileged Material was inadvertently produced or is given notice by the Receiving Party of such disclosure as set forth in subparagraph 20(c), the Producing Party may notify in writing the Receiving Party of the claim and the basis for the material being privileged or protected. After receipt of such notice, the Receiving Party shall: (i) promptly return or destroy the original and any copies of the Privileged Material in its possession, custody, or control within 7 days of receipt of such notice; (ii) not use or disclose the Privileged Material until the claim is resolved; and (iii) take commercially reasonable efforts to retrieve the Privileged Material if the party disclosed it before receiving the notice of inadvertent production described in this paragraph, and notify the Producing Party that it has done so.

(e) The Receiving Party also may notify the Producing Party whether it objects to the designation of such material as Privileged Material. Within seven (7) calendar days after the receipt of such objection, the Receiving Party and the Producing Party shall meet and confer in an effort to resolve any disagreement regarding the Producing Party's designation of the material as Privileged Material. If the Plaintiffs and Defendants cannot resolve their disagreement, the Receiving Party may seek from the Court a procedure to determine the

Producing Party's claim of privilege or protection. While any such application is pending, the material subject to that application will be treated as Privileged Material. If the Court determines that such material is privileged or protected, the Receiving Party shall immediately return or destroy the remaining copy of such inadvertently disclosed Privileged Material. If the Receiving Party does not apply to the Court for a ruling on the designation of the inadvertently disclosed material as Privileged Material within fourteen (14) calendar days after the receipt of the Producing Party's notification (regardless of whether the parties met and conferred on the subject), the material in question shall be deemed Privileged Material, in which case the Receiving Party shall immediately return or destroy the remaining copy of such inadvertently disclosed Privileged Material. In the event of any challenge to the designation of the material as privileged or protected, the Producing Party shall have the burden of showing that the material at issue is privileged or protected. No party shall assert as a basis for the relief it seeks (including if a Receiving Party seeks a ruling that the disclosed information was never privileged) the fact or circumstance that such documents already have been inadvertently produced in this Action.

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 any applicable privilege or protection, it may at its sole election (i) allow the document to be used in the deposition without waiver of its claim of privilege or work-product protection, or (ii) consistent with § 221.2 of the Uniform Rules for New York State Trial Courts, 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. If the party allows the examination concerning the document to proceed on a non-waiver basis, the Plaintiffs and Defendants shall sequester all copies of the purportedly privileged or

protected document. Immediately following the deposition, the Plaintiffs and Defendants will commence the procedure outlined in paragraph 20 to address the claim of privilege or other protection. Until the dispute is resolved, all parties shall treat the transcript of such deposition as Confidential Information. If the party instructs the witness not to answer questions concerning the document, the parties will then cooperate in promptly submitting the issue of the document's status to the Court. Nothing in this Stipulation and Order shall be construed as preventing any party from objecting to the designation of any Discovery Material as privileged or protected, or from preventing any party from seeking further protection for any Discovery Material.

22. This Stipulation and Order has no effect upon, and shall not apply to, the parties' use of their own Discovery Material for any purpose.

23. This Stipulation and Order shall continue to be binding after the conclusion of this Action 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 Stipulation and Order. The provisions of this Stipulation and Order shall, absent prior written consent of all Plaintiffs and Defendants, continue to be binding after the conclusion of this Action.

24. 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.

25. Production of any Nonparty Borrower Information in this Action pursuant to this Stipulation and Order shall satisfy and shall constitute compliance with the Producing Party's obligations under any federal or state law or other legal authority governing the disclosure or use

of Nonparty Borrower Information (“Nonparty Borrower Information Law”), including but not limited to the Gramm-Leach-Bliley Act and the Fair Credit Reporting Act, and any rules or regulations promulgated thereunder, and the disclosure of any Nonparty Borrower Information in this Action pursuant to this Stipulation and Order shall constitute disclosure of such Nonparty Borrower Information pursuant to 15 U.S.C. § 6802(e)(8), 16 C.F.R. 313.15(a)(7)(iii), 15 U.S.C. § 1681b(a)(1), and any other law that is similar, comparable, or equivalent to 15 U.S.C. § 6802(e)(8), 16 C.F.R. 313.15(a)(7)(iii), or 15 U.S.C. § 1681b(a)(1). To the extent that any Nonparty Borrower Information Law requires a party to obtain a subpoena or to 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 in this Stipulation and 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 Stipulation and Order shall constitute an express direction that the 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 Stipulation and Order, the volume of documents to be produced, and the ongoing oversight of the Court, the parties are explicitly prohibited from providing such notice; provided, however, that this Stipulation and Order shall not prohibit any party from contacting any person or entity for any other purpose. Any Producing Party may seek additional orders from this Court that the

Producing Party believes may be necessary to comply with any Nonparty Borrower Information Law.

26. Within sixty (60) calendar 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) calendar 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 Plaintiffs and Defendants 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 and Order shall not be interpreted in a manner that would violate any applicable canons of ethics or codes of professional responsibility. Nothing in this Stipulation and 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.

27. This Stipulation and 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.

QUINN EMANUEL URQUHART
& SULLIVAN, LLP

SULLIVAN & CROMWELL LLP

By: /s/ Erica P. Taggart

Philippe Z. Selendy
Erica P. Taggart
Sean P. Baldwin
Alexei V. Tsybine
Maya C. Cater
51 Madison Avenue, 22nd Floor
New York, NY 10010
(212) 849-7000

By: /s/ Darrell S. Cafasso

Robert A. Sacks
Brent J. McIntosh
Darrell S. Cafasso
Matthew L. Lippert
125 Broad Street
New York, NY 10004
(212) 558-4000

Attorneys for Plaintiffs

Attorneys for Defendants

SO ORDERED:


HON. EILEEN BRANSTEN, J.S.C.

Dated: January 15, 2014

EXHIBIT A

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

SACO I TRUST 2006-5, issuer of the SACO I TRUST 2006-5 MORTGAGE-BACKED CERTIFICATES, SERIES 2006-5, SACO I TRUST 2006-6, issuer of the SACO I TRUST 2006-6 MORTGAGE-BACKED CERTIFICATES, SERIES 2006-6, SACO I TRUST 2006-3, issuer of the SACO I TRUST 2006-3 MORTGAGE-BACKED CERTIFICATES, SERIES 2006-3, and SACO I TRUST 2007-2, issuer of the SACO I TRUST 2007-2 MORTGAGE-BACKED CERTIFICATES, SERIES 2007-2,

Plaintiffs,

-against-

EMC MORTGAGE LLC (formerly known as EMC Mortgage Corporation), JPMORGAN CHASE BANK, N.A., and JPMORGAN CHASE & CO.,

Defendants.

Index No. 651820/2012

IAS Part 3

(Justice Bransten)

**AGREEMENT TO BE BOUND BY
PROTECTIVE ORDER**

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 Protected Materials that are disclosed to me.
8. I will return all Protected Materials that come 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 Materials.
9. I hereby submit to the jurisdiction of this court for the purpose of enforcement of the Stipulation in this action.

Dated: _____

Signed: _____