

**IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF TEXAS  
DALLAS DIVISION**

THOMAS L. TAYLOR, III, in his capacity  
as Court-appointed temporary receiver for  
Breitling Energy Corp. et al.,

Plaintiff

v.

ROTHSTEIN KASS & COMPANY, PLLC  
and BRIAN MATLOCK,

Defendants.

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NO. 3:19-CV-1594-D

**STIPULATION AND PROTECTIVE ORDER**

Unless this order includes a clause that explicitly states that a particular local civil rule is modified as applied to this case, nothing in this order shall be construed to modify the provisions, operation, or effect of any local civil rule of this court. Notwithstanding any other clause to the contrary, this order cannot be modified except by court order. [Added by the court.]

The parties must not unreasonably file under seal pleadings, motions, or other papers that do not qualify under this protective order for filing under seal. For example, if a party files a 50 page appendix entirely under seal when only a small percentage of the pages qualify under this protective order for filing under seal, the party has probably unreasonably filed the entire appendix under seal. Instead, the parties must attempt to file unsealed as much of a pleading, motion, or other paper as they reasonably can without undermining the protections conferred by this protective order. [Added by the court.]

IT IS HEREBY STIPULATED AND AGREED by Defendants Rothstein Kass & Company, PLLC (“Rothstein Kass”) and Brian Matlock (“Matlock”) (together, “Defendants”), and Plaintiff Thomas L. Taylor III (the “Receiver”) (collectively, the “Parties”), solely in his capacity as temporary Receiver of the Breitling group of companies, that the provisions set forth below shall govern the production, review, and handling of materials produced in the above-captioned litigation (the “Litigation”).

1. All information, whether designated confidential or not, that is produced or exchanged in the course of the Litigation (other than information that is publicly available) shall be used by the Party or Parties to whom the information is produced solely for purposes of this Litigation.

2. Definitions:

(a) “Discovery Material” shall mean all documents, materials, interrogatory answers, testimony, or other information in paper, electronic, or any other form produced or disclosed by any Producing Entity, and the contents thereof, in discovery in this Litigation.

(b) The term “document(s)” shall be synonymous in meaning and equal in scope to the usage of this term in Federal Rule of Civil Procedure 34(a) and any related Advisory Committee notes. The term “document(s)” includes, without limitation, any and all written, printed, typewritten, photographic, recorded or graphic materials, however produced or reproduced, including all electronically stored documents, records, representations and communications (such as e-mail) stored in computers, any type of readable storage media or otherwise (including, but not limited to, electronic e-mail and metadata), whether or not ever printed or displayed, including, without limitation, all originals, copies and drafts of all notes, memoranda, memoranda of telephone or other conversations by or with any person(s),

correspondence, communications, summaries, compilations, chronicles, calendars, agendas, diaries, appointment books, journals, expense accounts, time sheets, ledgers, logs, minutes, resolutions, certificates, books, manuals, handbooks, papers, files, forms, business records, contracts, agreements, transcripts, recordings, transcriptions of recordings, records, charges, complaints, claims, statements, submissions, reports, letters, advertisements, circulars, brochures, publications, photographs, pictures, diagrams, telephone records, telegrams, cables, teletypes, facsimile, microfilm, microfiche, prints, affidavits, bills, receipts, checks, data, tapes, cassettes, discs, or any other writing.

(c) “Privilege” shall mean the attorney-client privilege, the attorney-work product doctrine, or any other legally recognized privilege or immunity doctrine that may apply to Discovery Material.

(d) “Producing Entity” shall mean any Party or non-party who produces Discovery Material to any Party in connection with this Litigation.

(e) “Receiving Party” shall mean any Party who receives Discovery Material in this Litigation.

(f) “Objecting Party” shall mean any Party who objects to the designation by any Designating Entity of any Discovery Material, or any part thereof, as Confidential Information or Highly Confidential Information.

(g) “Confidential Information” shall mean any Discovery Material labeled as “Confidential” pursuant to this Protective Order.

(h) “Highly Confidential Information” shall mean any Discovery Material labeled as “Highly Confidential” pursuant to this Protective Order.

(i) “Designating Entity” shall mean any Producing Entity who designates Discovery Material as Confidential Information or Highly Confidential Information.

(j) “*Jinsun* Protective Order” shall mean and refer to the Agreed Protective Order entered in *Jinsun, L.L.C., et al. v. Rothstein, Kass & Company, PLLC*, No. CC-17-06249-C (Cty. Ct. at Law No. 3, Dall. Cty., Tex. filed Nov. 28, 2017) (“*Jinsun* Action”) attached hereto as **Attachment A**.

3. Any Producing Entity may, subject to the provisions of this Stipulation and Protective Order (“Protective Order”), designate as “Confidential Information” any Discovery Material that the Designating Entity believes in good faith is confidential in that it contains confidential, non-public information, including, but not limited to: (1) financial information not publicly filed with any federal or state regulatory authority or otherwise publicly available; (2) trade secret information as defined under state or federal law; (3) personal information relating to any person or entity; (4) confidential or proprietary sales, pricing, marketing, design, licensing, operational, employment, compensation, competitive, or other proprietary information not otherwise publicly available; (5) information pertaining to defendants’ strategic business decisions; and (6) information relating to non-public administrative, regulatory, or private dispute resolution proceedings.

4. Any Discovery Material previously produced in the *Jinsun* Action that was designated as “Confidential” pursuant to the *Jinsun* Protective Order re-produced in this action by Rothstein Kass shall receive the same confidentiality designations and other protections as if they were produced in this action and designated as “Confidential” or “Highly Confidential” in this action by Rothstein Kass. Any Discovery Material previously produced in the *Jinsun* Action that was designated as “For Counsel Only” or “Attorneys’ Eyes Only” pursuant to the *Jinsun*

Protective Order shall receive the same confidentiality designations and other protections as if they were produced in this action and designated as “Highly Confidential” in this action by Rothstein Kass. This provision applies to all Discovery Material previously produced in the *Jinsun* Action regardless of whether it was initially produced by a party, former party, or non-party to the *Jinsun* Action.

5. Discovery Material designated “Confidential Information” shall be maintained in confidence and, to the extent not otherwise prohibited by an order of the Court, shall only be disclosed to the following persons:

(a) The Court, its personnel, any other person (such as a master or mediator) who serves in a judicial or quasi-judicial function, professional videographers, stenographers, or court reporters engaged to transcribe testimony, and jurors;

(b) Counsel for the Parties and employees or agents of such counsel, including, but not limited to, private investigators retained to assist such counsel in connection with the Litigation and entities or persons hired and/or retained to assist with the Parties’ discovery and/or database maintenance in this Litigation;

(c) The Parties (including the officers, directors, and employees of the Parties), as counsel for such Party deems necessary to assist in connection with the Litigation;

(d) The Parties’ in-house counsel and insurers, and the insurers’ counsel (including the employees or agents of such counsel);

(e) Any experts or consultants retained to assist the Parties in connection with the Litigation;

(f) Persons who have been noticed for depositions or subpoenaed for trial testimony in connection with the Litigation provided, however, in any deposition or testimony in

which Confidential Information is shown, referenced, or included as exhibits, that portion of the transcript of that deposition or testimony may be designated as Confidential Information as provided herein;

(g) Any person reflected by the Confidential Information as an original author, addressee, or recipient of the Confidential Information being disclosed; and

(h) Any other person designated by the Court, upon such terms as the Court may deem proper.

6. Any Producing Entity may, subject to the provisions of this Protective Order, designate as “Highly Confidential” any Discovery Material that the Designating Entity believes, in good faith, contains information, the disclosure or intentional misuse of which is highly likely to cause significant harm to the privacy or to the business or competitive position of the Designating Entity. The Highly Confidential Information may be disclosed only to:

(a) Counsel for the respective Parties to this Litigation, including in-house counsel and co-counsel retained for this Litigation;

(b) Employees of such counsel;

(c) The Parties (including the officers, directors, and employees of the Parties), as counsel for such Party deems necessary to assist in connection with the Litigation;

(d) Consultants or expert witnesses retained for the prosecution or defense of this Litigation, provided that, in addition to executing the undertaking in the form attached hereto, the consultant or expert confirms in writing that he or she will use the Highly Confidential Information only for purposes of this Litigation and not for any other purpose, including any other expert or consultancy work for which the consultant or expert may now or in the future be retained;

(e) Any person reflected by the Highly Confidential Information as an original author, addressee, or recipient of the Highly Confidential Information; and

(f) The Court, its personnel, any other person (such as a master or mediator) who serves in a judicial or quasi-judicial function, professional videographers, stenographers, or court reporters engaged to transcribe testimony, and jurors.

7. Prior to the time that any person or entity listed in Paragraph 5, subsections (e), (f), and (h), any private investigator as referenced in Paragraph 5, subsection (b), and any person or entity listed in Paragraph 6, subsection (d), is given access to Confidential Information or Highly Confidential Information, such person or entity must be provided with a copy of the Protective Order and such person or entity shall execute an undertaking in the form attached hereto as **Attachment B** agreeing to be bound by the Protective Order, which undertaking shall be retained by counsel for the Party who disclosed the Confidential Information to such person or entity.

8. Nothing in this Protective Order shall limit any Producing Entity's use or disclosure of its own Confidential Information or Highly Confidential Information.

9. Nothing in this Protective Order shall be construed as indicating that any information is in fact Confidential Information or Highly Confidential Information or entitled to confidential treatment. In the event that any Party objects to the designation of Discovery Material as Confidential Information or Highly Confidential Information, counsel for such Party shall notify counsel for the Designating Entity in writing (the "Notice"). The Objecting Party shall identify the information in question and shall specify the reason(s) for the objection. Within seven (7) calendar days of the receipt of the Notice, counsel for the Designating Entity and Objecting Party shall meet and confer in an effort to resolve any disagreement. If the

Objecting Party and Designating Entity cannot resolve their disagreement, the Objecting Party may seek a ruling, through the Court's discovery dispute procedure, on the Designating Entity's designation of the Discovery Material as Confidential or Highly Confidential Information. The Designating Entity, however, shall have the burden of showing that there is a good faith basis for designating the Discovery Material in question as "Confidential" or "Highly Confidential". While any such application is pending, the Confidential Information or Highly Confidential Information will remain confidential until the Court rules otherwise.

10. Any Party to this Litigation or a Producing Entity who is not a party to this Litigation may designate Discovery Material as "Confidential" or "Highly Confidential," including all or any portion of Discovery Material, as follows:

(a) Any documents or other tangible materials produced by Producing Entity may be designated as "Confidential" or "Highly Confidential" at any time by either (i) stamping or writing "Confidential Pursuant to Court Order," "Confidential Information," "Confidential" or "Highly Confidential" on such material at or before the time of production or (ii) by notifying the Parties in writing of the Designating Entity's claim of confidentiality at any time subsequent to the time of production. In order to provide the Parties and Producing Entities an adequate opportunity to designate Discovery Material as "Confidential" or "Highly Confidential," all Discovery Material produced in this case shall be deemed Confidential Information, whether or not stamped with an appropriate legend, for a period of thirty (30) calendar days following production. No Party shall be held in breach of this Protective Order solely for disclosing Discovery Material to persons unauthorized to receive Confidential Information or Highly Confidential Information under this Protective Order if (i) such Discovery Material have not been designated as "Confidential" or "Highly Confidential" by the Producing Entity and (ii) at



least thirty (30) calendar days have passed since the time such Discovery Material were first produced. Once a Party receives notice that a Designating Entity has made a designation of confidentiality, such Party shall treat the designated materials as Confidential Information or Highly Confidential Information in accordance with this Protective Order regardless of how much time has passed since the time the newly designated materials were first produced.

(b) Deposition or other testimony and/or all or any part of any document or thing marked for identification may be designated as “Confidential” or “Highly Confidential” by any of the following means: (i) by stating orally on the record that the information is Confidential Information or Highly Confidential Information on the day the testimony is given; or (ii) by sending written notice designating the information as Confidential Information or Highly Confidential within thirty (30) calendar days after receipt of the final transcript. All information disclosed during a deposition shall be deemed to have been designated Confidential Information until thirty (30) calendar days after the final transcript has been received, whether or not portions of the transcript have been previously designated as “Confidential” or “Highly Confidential.” Deposition transcripts containing Confidential Information or Highly Confidential Information may only be examined by persons described in Paragraphs 4 and 5 of this Protective Order as applicable.

(c) Where only parts of any Discovery Material are claimed to be Confidential or Highly Confidential, counsel claiming such confidentiality shall designate the parts of said Discovery Material for which confidentiality is claimed.

11. Nothing in this Protective Order shall require disclosure of any Discovery Material that the Producing Entity contends is protected from disclosure by Privilege. The inadvertent production of any Discovery Material or information protected by Privilege shall be

without prejudice to any such claim of Privilege, and the Producing Entity shall not be held to have waived any rights by such inadvertent production. If a Producing Entity believes that privileged Discovery Material was inadvertently produced, the Producing Entity shall, in writing, notify the Party to whom the Discovery Material was produced and the Discovery Material shall immediately be considered privileged. The Receiving Party must immediately return any Discovery Material that was inadvertently produced and later designated privileged. The Receiving Party and Producing Entity may, within ten (10) calendar days of receipt of such notification, meet and confer in an effort to resolve any disagreements with respect to the designation of Privilege. If the Receiving Party and Producing Entity cannot resolve their disagreement, either of the Producing Entity or Receiving Party may apply to the Court within fourteen (14) calendar days of the meet and confer for a ruling on the Producing Entity's claim of inadvertent production.

12. Any Party issuing a subpoena to a non-party shall enclose a copy of this Protective Order and notify the non-party that the protections in the Protective Order are available to such non-party. Any non-party from whom discovery is sought in this Litigation may obtain the protection of this Protective Order by designating its provision of Discovery Materials as subject thereto in the manner provided herein.

13. Nothing contained in this Protective Order shall be construed to have any effect on the admissibility or discoverability of any Confidential Information or Highly Confidential Information. Nothing contained in this Protective Order shall be construed to limit any Party's right to use in Court any Confidential Information or Highly Confidential Information, except that Confidential Information and/or Highly Confidential Information shall be filed under seal in accordance with the provisions of the Federal Rules of Civil Procedure, the Local Rules of the

United States District Court for the Northern District of Texas, and any other rules or procedures required by the United States District Court for the Northern District of Texas or this Court.

14. The foregoing shall not prevent any appropriately marked copy of any Confidential Information or Highly Confidential Information specifically intended for review by the Court from being hand-delivered to the Court to assure that the same is brought promptly to the Court's attention.

15. The terms of this Protective Order shall remain in full force and effect until the Litigation is finally resolved, *i.e.* until all appeals relating to the Litigation have been exhausted or the time to appeal has expired ("Final Resolution"). The Court will retain jurisdiction over all persons and entities subject to or bound by this Protective Order for purposes of its enforcement.

16. Upon Final Resolution, a Receiving Party in possession of Confidential Information or Highly Confidential Information, other than that which is contained in pleadings, correspondence, deposition materials, and litigation files, shall, no later than six (6) months after Final Resolution, and at the election of the Receiving Party in possession of the Confidential Information or Highly Confidential Information, either (a) return such Confidential Information or Highly Confidential Information to counsel for the Producing Entity that produced such Confidential Information or Highly Confidential Information, or (b) destroy such Confidential Information or Highly Confidential Information and provide written confirmation to the Producing Entity that such Confidential Information or Highly Confidential Information has been destroyed.

17. The restrictions set forth in any of the preceding paragraphs shall not apply to information or material that:

(a) was, is, or becomes public knowledge, not in breach of this Protective Order; or

(b) is acquired by a Receiving Party from a third party having the right to disclose such information or material, or is learned by a Receiving Party as a result of the Receiving Party's own independent efforts, investigation, or inquiry.

18. This Protective Order shall not prevent any Party from applying to the Court for further or additional protective orders, for the modification of this Protective Order, or from agreeing with the other Parties to modify this Protective Order, subject to approval of the Court.

19. Nothing herein shall prevent any Party from producing Confidential Information or Highly Confidential Information in response to a lawful subpoena or other compulsory process from a non-party to this Protective Order seeking production or other disclosure of Confidential Information or Highly Confidential Information, provided that the Party subpoenaed or otherwise compelled to produce such information gives prompt written notice to counsel for the Designating Entity and to counsel for all Parties, and permits counsel for any Party or Designating Entity at least seven (7) calendar days to intervene and seek judicial protection from the enforcement of the subpoena or other compulsory process and/or entry of an appropriate protective order in the action in which the subpoena was issued or other compulsory process required. In addition, the Party receiving the subpoena or other legal process may produce Confidential Information in response to the subpoena or other legal process only if: (i) prior written consent of the Designating Entity has been obtained; (ii) the Court has ordered that the Confidential Information be produced; or (iii) the Designating Entity has been notified of the subpoena or other legal process pursuant to this paragraph, but has not, prior to the return date, moved for a protective order or otherwise sought remedial action.

20. If the Court does not sign and enter this Protective Order for any reason, the Parties to this Protective Order shall remain bound by all of its terms and provisions, except as otherwise provided by governing law or by any subsequent Court order in this Litigation.

**SO ORDERED.**

April 3, 2020

  
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SIDNEY A. FITZWATER  
SENIOR JUDGE

Agreed as to form:

Dated: April 2, 2020

/s/ Nicolas Morgan  
**NICOLAS MORGAN** (*admitted pro hac vice*)  
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*Rothstein, Kass & Company, PLLC and Brian*  
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Dated: April 2, 2020

*/s/ Edward C. Snyder*

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**ATTACHMENT A**

**ATTACHMENT A**

CAUSE NO. CC-17-06249-C

JINSUN, L.L.C., SILVER STAR	§	IN THE COUNTY COURT
HOLDINGS TRUST, KM CASEY NO. 1	§	
LTD., TPH HOLDINGS, L.L.C.,	§	
VERTICAL HOLDINGS L.L.C.,	§	
STEVEN M. PLUMB, and J. LEONARD	§	
IVINS,	§	
	§	
PLAINTIFFS,	§	AT LAW NO. 3
	§	
V.	§	
	§	
ROTHSTEIN, KASS & COMPANY,	§	
PLLC, and KPMG LLP	§	
	§	
DEFENDANTS.	§	OF DALLAS COUNTY, TEXAS

**AGREED PROTECTIVE ORDER**

Upon motion of all the parties for a Protective Order, IT IS HEREBY ORDERED that:

1. All Protected Information produced or exchanged in the course of the above-captioned litigation (hereinafter referred to as “the Litigation”) shall be used solely for the purpose of the Litigation and for no other purpose whatsoever, including in future litigation involving the same or different parties, and shall not be disclosed to any person except in accordance with the terms hereof. The prohibition on use of Protected Information outside of the Litigation shall include prohibiting the use of any information contained in or derived from Protected Information to support contentions or allegations made in future litigation outside of the Litigation. Nothing in this order shall be construed to limit in any way the right of the parties, or any of their affiliates, to use any Protected Information they produced for any purpose. Likewise, the use of any Protected Information outside the Litigation by the party that produced the Protected Information shall not affect the restrictions on any other party’s use of such Protected Information pursuant to the Agreed Protective Order.



2. “Protected Information,” as used herein, means any information of any type, kind or character, which is designated as “Confidential” or “For Counsel Only” or “Attorneys’ Eyes Only”<sup>1</sup> by any of the supplying or receiving parties, whether it be a document, information contained in a document, information revealed during a deposition, information revealed in an interrogatory answer or otherwise. In designating information as “Confidential” or “For Counsel Only,” a party will make such designation only as to the information that it in good faith believes constitutes or contains confidential information.

3. Information that is designated as Protected Information by the producing party may not be disclosed by the receiving party to any person without the prior written consent of the producing party or an order of the Court, except that it may be disclosed to Qualified Persons.

4. “Qualified Persons,” as used herein means:

- a. The judge assigned to this case, personnel of his Court, court reporters, video equipment operators at depositions, special masters, any judge of an appellate court having jurisdiction over this case, any authorized personnel of such trial courts or appellate courts, and any mediator appointed or retained to mediate this case;
- b. Attorneys of record for the parties in the Litigation, in-house counsel for the parties of record, and employees of such attorneys to whom it is necessary that the material be shown for purposes of the Litigation;
- c. Actual or potential experts or consultants who have been provided with a copy of this Protective Order, agreed to be bound by it, and signed an agreement in the same form as Exhibit A to this Protective Order. Counsel

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<sup>1</sup> The phrases “For Counsel Only” and “Attorney’s Eyes Only” are interchangeable and coextensive. Any reference to one of these phrases in the Agreed Protective Order may be read as a reference to the other phrase.

who obtain such agreement(s) from experts or consultants they have designated must retain the original signed agreements.

- d. Any named plaintiff or defendant in the Litigation and their employees or officers to whom it is necessary that the material be shown for purposes of the Litigation and who have been provided with a copy of this Protective Order, agreed to be bound by it, and signed an agreement in the same form as Exhibit A to this Protective Order. Counsel who obtain such agreement(s) from parties to the Litigation or their employees or officers must retain the original signed agreements.
- e. Any actual or prospective witness in the Litigation, except that such a person may only be shown Protected Information (1) during, or in preparation for, his or her actual or prospective testimony at trial, (2) to the extent necessary for such preparation or testimony and (3) if such actual or prospective witnesses has been provided with a copy of this Protective Order, agreed to be bound by it, and signed an agreement in the same form as Exhibit A to this Protective Order. Counsel who obtain such agreement(s) from actual or prospective witnesses must retain the original signed agreements.

5. Protected Information designated as “For Counsel Only” shall only be disclosed or made available to Qualified Persons described in Paragraph 4(a) – (c) above.

6. Documents produced in the Litigation may be designated by any party or parties as “Confidential” or “For Counsel Only” by marking each page of the document(s) so designated with a stamp stating “Confidential” or “For Counsel Only.” Such designation on the first page of

a multi-page document shall designate the entire document as “Confidential” or “For Counsel Only” unless the producing party clearly indicates otherwise. In lieu of marking the original of a document, if the original is not produced, the designating party may mark the copies that are produced or exchanged. Original documents shall be preserved for inspection.

7. Information disclosed at (a) the deposition of a party or one of its present or former officers, directors, employees, agents or independent experts retained by counsel for the purpose of the Litigation, or (b) the deposition of a third party (which information pertains to a party) may be designated by any party as “Confidential” or “For Counsel Only” information by indicating on the record at the deposition that the testimony is “Confidential” or “For Counsel Only” and is subject to the provisions of this Protective Order. To the extent possible, the court reporter shall segregate information designated as “Confidential” or “For Counsel Only” from information that is not designated thusly, by placing the information designated as “Confidential” or “For Counsel Only” in a separate transcript and replacing the pages containing such information with blank, consecutively numbered pages in a nondesignated transcript containing all pages of testimony.

8. All deposition transcripts shall be treated as “For Counsel Only” for a period of fifteen (15) days after the receipt of the transcript. Any party may also designate information disclosed at such deposition as “Confidential” or “For Counsel Only” by notifying all of the parties in writing of the specific pages and lines of the transcript.

9. Copies of documents produced under this Protective Order may be made, or exhibits prepared by: (a) independent copy services, printers or illustrators for the purpose of the Litigation if the information is designated “Confidential,” and by (b) Qualified Persons described in Paragraphs 4(a – c) above if the information is designated “For Counsel Only.”

10. Nothing herein shall prevent disclosure beyond the terms of this order if each party designating the information as “Confidential” or “For Counsel Only” consents in writing to such disclosure or, if the Court, after notice to all affected parties, orders such disclosures. Nor shall anything herein prevent any counsel of record from utilizing “Confidential” or “For Counsel Only” information in the examination or cross-examination of any person who is indicated on the document constituting or containing the Protected Information as being an author, source or recipient of the information designated as “Confidential” or “For Counsel Only” information, irrespective of which party produced such information.

11. No information may be designated as “Confidential” or “For Counsel Only” if it:
- a. is in the public domain at the time of disclosure, as evidenced by a written document;
  - b. becomes part of the public domain, as evidenced by a written document, through no fault of a party receiving the information; or
  - c. the receiving party can show by written document that the information was in its rightful and lawful possession at the time of disclosure.

13. Only information of the most sensitive nature may be designated as “For Counsel Only.”.

14. A party shall not be obligated to challenge the propriety of a designation as “Confidential” or “For Counsel Only” at the time made, and a failure to do so shall not waive a subsequent challenge thereto. In the event any party to the Litigation disagrees at any state of these proceedings with the designation by the designating party of any information as “Confidential” or “For Counsel Only” (or “Attorneys’ Eyes Only”) the parties shall follow the following procedure:

- a. The parties shall first try to resolve the dispute by conferring as set forth in Dallas County Local Rule 2.07.
- b. If the dispute cannot be resolved, the party challenging the designation of “Confidential” or “For Counsel Only” may move the court on motion to de-designate the challenged material. The challenging party must specifically identify the challenged Protected Information and state the basis for challenging or reducing the designation. Once properly identified by the challenging party, the designating party has the burden to show the Protected Information was properly designated. The parties must treat the disputed materials as “Confidential” or “For Counsel Only” unless and until the Court determines otherwise.

15. If a party wishes to file with the Court any pleadings, motions, memoranda, briefs, deposition transcripts, discovery requests and responses, exhibits, or other documents that include Protected Information the party may submit the document or documents at issue either under seal or for in camera review.

16. The parties may, by written stipulation, agree to create exceptions to, modify, or dissolve the Agreed Protective Order, which would go into effect upon execution of a Rule 11 agreement signed by all parties in this litigation. In addition, any party may seek an order of this Court modifying, creating exceptions to, or dissolving this Agreed Protective Order.

17. Upon written request by the producing party, within one-hundred twenty (120) days after conclusion of the Litigation and any appeal thereof, any document and all reproductions of documents produced by a party in the possession of any of the Qualified Persons under Paragraphs 4(b) through (e) shall be returned to the producing party, and any

electronic copies, images, or versions of such documents shall be destroyed, except as this Court may otherwise order or to the extent such information was used as evidence at the trial. As far as the provisions of any protective orders entered in this action restricting the communication and use of the documents produced thereunder, such orders shall continue to be binding after the conclusion of the Litigation, except there shall be no restriction on documents that are used as exhibits in Court in this Litigation, unless such exhibits were previously filed under seal in accordance with Sections 14(a) and (b).

18. This order shall not bar any attorney herein in the course of rendering advice to his or her client with respect to the Litigation from conveying to any party client his or her evaluation of “Confidential” or “For Counsel Only” information produced or exchanged herein; provided, that his or her client has been provided with a copy of this Protective Order, agreed to be bound by it, and signed an agreement in the same form as Exhibit A to this Protective Order. Counsel who obtain such agreement(s) from their clients must retain the original signed agreements.

19. Any party designating any person as a Qualified Person shall have the duty to reasonably ensure that such person observes the terms of this Protective Order and shall be responsible upon breach of such duty for the failure of such person to observe the terms of this Protective Order.

20. Evidence of the existence or non-existence of a designation under this Protective Order shall not be admissible for any purpose other than challenging the designation made by another party pursuant to Sections 14(a) and (b).

SIGNED this 3 day of April, 2018.

  
PRESIDING JUDGE

AGREED TO:

/s/ Brian P. Lauten

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**CERTIFICATE OF SERVICE**

The undersigned hereby certifies that on March 23, 2018, true and correct copies of this document were served via email and delivery to all parties of record.

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**EXHIBIT A**

DECLARATION OF COMPLIANCE WITH AGREED PROTECTIVE ORDER

I, the undersigned, hereby acknowledge that I have read the Agreed Protective Order, understand the terms thereof, agree to be bound by such terms, and agree to be subject to the jurisdiction of said Court in all matters relating thereto. I acknowledge that I will treat all information designated as "Confidential" strictly in accordance with the terms and conditions of the Agreed Protective Order, and that I understand that any unauthorized use of such material that I receive may constitute contempt of court.

Name (print): \_\_\_\_\_

Name (signature): \_\_\_\_\_

Date: \_\_\_\_\_

Business: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone number: \_\_\_\_\_

Fax number: \_\_\_\_\_

**ATTACHMENT B**

**ATTACHMENT B**

**IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF TEXAS  
DALLAS DIVISION**

THOMAS L. TAYLOR, III, in his capacity  
as Court-appointed temporary receiver for  
Breitling Energy Corp. et al.,

Plaintiff

v.

ROTHSTEIN KASS & COMPANY, PLLC  
and BRIAN MATLOCK,

Defendants.

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NO. 3:19-CV-1594-D

**UNDERTAKING**

**AGREEMENT TO ABIDE BY STIPULATED PROTECTIVE ORDER**

I, \_\_\_\_\_, of \_\_\_\_\_, declare under penalty of perjury that I have read in its entirety and understand the Stipulation and Protective Order entered by the United States District Court for the Northern District of Texas on \_\_\_\_\_, 2020 in the case of *Taylor v. Rothstein Kass & Company, PLLC, et al.*, 19-CV-1594-D. I agree to comply with and to be bound by all the terms of this Stipulation and Protective Order and I understand and acknowledge that failure to so comply could expose me to sanctions and punishment in the nature of contempt. I solemnly promise that I will not disclose in any manner any information or item that is subject to this Stipulation and Protective Order to any person or entity except in strict compliance with the provisions of this Stipulation and Protective Order.

I further agree to submit to the jurisdiction of the United States District Court for the Northern District of Texas for the purpose of enforcing the terms of this Stipulation and Protective Order, even if such enforcement proceedings occur after the termination of this action.

Date: \_\_\_\_\_

City and State where sworn and signed: \_\_\_\_\_

Printed name: \_\_\_\_\_

Signature: \_\_\_\_\_